



AGENDA

Tuesday, April 7, 2020

5:00 P.M. Closed Session

6:30 P.M. Open Session

REGULAR MEETING

**CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Hall
211 Hillcrest Avenue
Marina, California
Telephone (831) 884-1278 - Fax (831) 384-9148
E-Mail: marina@cityofmarina.org Website: www.cityofmarina.org

Zoom Meeting URL: <https://zoom.us/j/921920122>
Zoom Meeting Telephone Only Participation: <https://zoom.us/j/921920122>

In response to Governor Newsom's Executive Order N.29-20 and City Council Resolution 2020-29 ratifying the Proclamation of a Local Emergency by the City Manager/Director of Emergency Services related to the COVID-19 (coronavirus) pandemic, public participation in the City of Marina City Council and other public meetings shall be electronic only and without a physical location for public participation, until further notice in compliance with California state guidelines on social distancing. This meeting is being broadcast "live" on Access Media Productions (AMP) Community Television Cable 25 and on the City of Marina Channel and on the internet at <https://accessmediaproductions.org/>

VISION STATEMENT

Marina will grow and mature from a small town bedroom community to a small city which is diversified, vibrant and through positive relationships with regional agencies, self-sufficient. The City will develop in a way that insulates it from the negative impacts of urban sprawl to become a desirable residential and business community in a natural setting. **(Resolution No. 2006-112 - May 2, 2006)**

MISSION STATEMENT

The City Council will provide the leadership in protecting Marina's natural setting while developing the City in a way that provides a balance of housing, jobs and business opportunities that will result in a community characterized by a desirable quality of life, including recreation and cultural opportunities, a safe environment and an economic viability that supports a high level of municipal services and infrastructure. **(Resolution No. 2006-112 - May 2, 2006)**

PARTICIPATION

You may participate in the City Council meeting in real-time by calling Zoom Meeting via the weblink and phone number provided at the top of this agenda. Instructions on how to access, view and participate in remote meetings are provided by visiting the City's home page at <https://cityofmarina.org/>. Attendees can make oral comments during the meeting by using the "Raise Your Hand" feature in the webinar or by pressing *9 on your telephone keypad if joining by phone only. If you are unable to participate in real-time, you may email to marina@cityofmarina.org with the subject line "Public Comment Item#___" (insert the item number relevant to your comment) or "Public Comment – Non Agenda Item." Comments will be reviewed and distributed before the meeting if received by 5:00 p.m. on the day of the meeting. All comments received will become part of the record. Council will have the option to modify their action on items based on comments received.

AGENDA MATERIALS

Agenda materials, staff reports and background information related to regular agenda items are available on the City of Marina's website www.cityofmarina.org. Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet will be made available on the City of Marina website www.cityofmarina.org subject to City staff's ability to post the documents before the meeting

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1. CALL TO ORDER



2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado

3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Miliias-Brown Act representative.*

- a. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases.

b. Real Property Negotiations

- i. Property: Water City Roller Hockey, 2801 2nd Ave, Marina, CA 93933
Negotiating Party: Mark Tanous
Property Negotiator: City Manager
Terms: Price and Terms
- ii. Property: Imjin Parkway/Landfill Site, APNs 031-101-039, 031-101-040, 031-101-041 and 031-101-042
Negotiating Party: County of Monterey and Successor to the Redevelopment Agency of the County of Monterey
Property Negotiator: City Manager
Terms: Price and Terms

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

4. **MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE** (Please stand)

5. **SPECIAL PRESENTATIONS:**

a. **Review of updated Website – COVID-19**

6. **SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR:** *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

7. **CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY:** *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. **CONSENT AGENDA:** *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*

a. **ACCOUNTS PAYABLE:**

- (1) Accounts Payable Check Numbers 94656-94809, totaling \$347,724.02
Accounts Payable Successor Agency Checks Numbers 44-45 and EFT totaling \$5,093.78

b. MINUTES:

- (1) March 17, 2020, Regular City Council Meeting

c. CLAIMS AGAINST THE CITY: None

d. AWARD OF BID: None

e. CALL FOR BIDS: None

f. ADOPTION OF RESOLUTIONS:

g. APPROVAL OF AGREEMENTS

- (1) City Council consider adopting Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney; and authorizing Finance Director to make appropriate accounting and budgetary entries.
- (2) City Council consider adopting Resolution No. 2020-, approving professional services agreements between the City of Marina and Wallace Group, Inc. for program management, on-call design, and on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP), and; authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
- (3) City Council consider adopting Resolution No. 2020- , approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and approving appropriation of \$93,407 for these professional services; and authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

9. PUBLIC HEARINGS: None

10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

11. **OTHER ACTION ITEMS:** *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting Resolution No. 2020-, confirming the City Manager/Director of Emergency Services' issuance of a First Supplement to the Proclamation of a Local Emergency temporarily suspending until May 31, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent or a foreclosure arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto.
- b. Update and discussion regarding impacts of COVID-19 – and provide staff with further directions.
- c. City Council consider adopting Resolution No. 2020-, adopting the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and; approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and; authorize the City Manager to execute the Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.
- d. City Council consider adopting Resolution No. 2020-, approving the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and; authorize a budget appropriation of \$45,000 of Gas Tax/Street Fund for signs and supplies, and; authorize the Finance Director to make necessary accounting and budgetary entries, and; consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt *prima facie* speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).
- e. City Council consider adopting Resolution No. 2020-, approving Job Description and Salary Range for Public Works Maintenance Superintendent; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries.
- f. City Council consider adopting Resolution No. 2020-, approving Job Description and Salary Range for Senior Management Analyst /Communications Coordinator.
- g. City Council consider consolidation of the duties of the Site and Architectural Design Review Board and Tree Committee to the Planning Commission to streamline the planning review process and provide direction to staff.

- h. City Council consider placing on a future agenda a ballot measure setting forth the modifications necessary to remove the existing flaws to the Marina Municipal Code Title 19 entitled Commercial Cannabis Activities. [O'Connell] *Step One of Two Step Process*

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]
- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

13. ADJOURNMENT:

CERTIFICATION

I, Anita Sharp, Deputy City Clerk, of the City of Marina, do hereby certify that a copy of the foregoing agenda was posted at City Hall and Council Chambers Bulletin Board at 211 Hillcrest Avenue, Monterey County Library Marina Branch at 190 Seaside Circle, City Bulletin Board at the corner of Reservation Road and Del Monte Boulevard on or before 8:00 p.m., Friday, April 3, 2020.

ANITA SHARP, DEPUTY CITY CLERK

City Council, Airport Commission and Redevelopment Agency meetings are recorded on tape and available for public review and listening at the Office of the City Clerk and kept for a period of 90 days after the formal approval of MINUTES.

City Council meetings may be viewed live on the meeting night and at 12:30 p.m. and 3:00 p.m. on Cable Channel 25 on the Sunday following the Regular City Council meeting date. In addition, Council meetings can be viewed at 6:30 p.m. every Monday, Tuesday and Wednesday. For more information about viewing the Council Meetings on Channel 25, you may contact Access Monterey Peninsula directly at 831-333-1267.

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), on the Monday preceding the meeting.

Supplemental materials received after the close of the final agenda and through noon on the day of the scheduled meeting will be available for public review at the meeting.

Members of the public may receive the City Council, Airport Commission and Successor Agency of the Former Redevelopment Agency Agenda at a cost of \$55 per year or by providing a self-addressed, stamped envelope to the City Clerk. The Agenda is also available at no cost via email by notifying the City Clerk at marina@cityofmarina.org

ALL MEETINGS ARE OPEN TO THE PUBLIC. THE CITY OF MARINA DOES NOT DISCRIMINATE AGAINST PERSONS WITH DISABILITIES. Meetings are broadcast on cable channel 25 and recordings of meetings can be provided upon request. to request assistive listening devices, sign language interpreters, readers, large print agendas or other accommodations, please call (831) 884-1278 or e-mail: marina@cityofmarina.org.

Upcoming 2020 Meetings of the City Council, Airport
Commission, Marina Abrams B Non-Profit Corporation, Preston
Park Sustainable Community Nonprofit Corporation, Successor
Agency of the Former Redevelopment Agency and Marina
Groundwater Sustainability Agency
Regular Meetings: 5:00 p.m. Closed Session;
6:30 p.m. Regular Open Sessions

Tuesday, April 21, 2020

**** Wednesday, August 5, 2020**

Tuesday, August 20, 2020

Tuesday, May 5, 2020
Tuesday, May 19, 2020

Tuesday, September 1, 2020
Tuesday, September 15, 2020

Tuesday, June 2, 2020
Tuesday, June 16, 2020

Tuesday, October 6, 2020
Tuesday, October 20, 2020

Tuesday, July 7, 2020
Tuesday, July 21, 2020

***** Wednesday, November 4, 2020**
Tuesday, November 17, 2020

Tuesday, December 1, 2020
Tuesday, December 15, 2020

* Regular Meeting rescheduled due to Monday Holiday

**Regular Meeting rescheduled due to National Night Out Event

*** Regular Meeting rescheduled due to General Election Day

NOTE: Regular Meeting dates may be rescheduled by City Council only.

C I T Y H A L L 2 0 2 0 H O L I D A Y S
(City Hall Closed)

Memorial Day -----Monday, May 25, 2020
Independence Day (City Offices Closed) -----Friday, July 3, 2020
Labor Day -----Monday, September 7, 2020
Veterans Day ----- Wednesday, November 11, 2020
Thanksgiving Day ----- Thursday, November 26, 2020
Thanksgiving Break -----Friday, November 27, 2020
Winter Break -----Thursday, December 24, 2020-Thursday, December 31, 2020

2020 COMMISSION DATES

Upcoming 2020 Meetings of Design Review Board

3rd Wednesday of every month. Meetings are held at 6:30 P.M.

** = Change in location due to conflict with Council meeting

April 15, 2020

July 15, 2020

October 21, 2020

May 20, 2020

August 19, 2020

November 18, 2020

June 17, 2020

September 16, 2020

December 16, 2020

Upcoming 2020 Meetings of Economic Development Commission

3rd Thursday of every month. Meetings are held at 4:00 P.M.

April 16, 2020 (Cancelled)

July 16, 2020

October 15, 2020

May 21, 2020

August 20, 2020

November 19, 2020

June 18, 2020

September 17, 2020

December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Planning Commission

2nd and 4th Thursday of every month. Meetings are held at 6:30 P.M.

April 9, 2020

July 9, 2020

September 10, 2020

April 23, 2020

July 23, 2020

September 24, 2020

May 14, 2020

August 13, 2020

October 8, 2020

May 28, 2020

August 27, 2020

October 22, 2020

June 11, 2020

November 12, 2020

June 25, 2020

December 10, 2020

Upcoming 2020 Meetings of Public Works Commission

3rd Thursday of every month. Meetings are held at 6:30 P.M.

April 16, 2020

July 16, 2020

October 15, 2020

May 21, 2020

August 20, 2020

November 19, 2020

June 18, 2020

September 17, 2020

December 17, 2020 (Cancelled)

Upcoming 2020 Meetings of Recreation & Cultural Services Commission

1st Wednesday of every quarter month. Meetings are held at 6:30 P.M.

June 3, 2020

September 2, 2020

December 2, 2020

Upcoming 2020 Meetings of Marina Tree Committee

2nd Wednesday of every quarter month as needed. Meetings are held at 6:30 P.M.

April 8, 2020

July 8, 2020

October 14, 2020

Marina, CA

AP Check Register 03-20-20

Bank Account: 905 - Chase - Checking

Batch Date: 03/20/2020

Agenda Item: 8a

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	03/20/2020	94656	Accounts Payable	Ace Hardware		26.18
	Invoice		Date	Description		Amount
	073806		03/17/2020	Bleach and Antibacterial Cleanser		17.45
	073804		03/17/2020	Silcn Auto/Mar		8.73
Check	03/20/2020	94657	Accounts Payable	Ace Hardware		16.38
	Invoice		Date	Description		Amount
	073741		03/11/2020	Outdoor Tape/Patrol 3/11/20		16.38
Check	03/20/2020	94658	Accounts Payable	Ace Hardware		273.11
	Invoice		Date	Description		Amount
	073720		03/10/2020	Receptacle flush & cover box		21.82
	073727		03/11/2020	Ace RSTP spray _ Street sweeper		6.54
	073714		03/10/2020	Fasteners - Crescent & Reservation Rd		10.44
	073743		03/11/2020	Anchor & Rtb pls anc - Annex		18.00
	073739		03/11/2020	Tube heat, screw eye, snap bolt & hooks - Annex: planning		40.36
	073756		03/12/2020	Pliers, tail piece & washer		42.77
	073773		03/13/2020	Spray primer & ace rstp		21.82
	073788		03/16/2020	Ajax dish soap - Corp Yard		3.27
	073760		03/12/2020	Tarps to Cover Planes Moved Out of B533		108.09
Check	03/20/2020	94659	Accounts Payable	Allstar Fire Equipment Inc.		685.83
	Invoice		Date	Description		Amount
	222083		03/03/2020	Leather Scabbard & Belt, husky blade, wrench holder & spanner		685.83
Check	03/20/2020	94660	Accounts Payable	American Supply Co.		1,264.79
	Invoice		Date	Description		Amount
	0147852		03/11/2020	Cleaning Supply-CW		1,264.79
Check	03/20/2020	94661	Accounts Payable	Aramark Uniform Service		246.51
	Invoice		Date	Description		Amount
	760713054		03/11/2020	Uniform Service - Public Works Crew		68.77
	760713053		03/11/2020	Uniform Service - Public Works Crew		55.88
	760713055		03/11/2020	Uniform Service - Public Works Crew		41.32
	760713056		03/11/2020	Uniform Service - Public Works Crew		80.54

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Marina, CA

AP Check Register 03-20-20

Bank Account: 905 - Chase - Checking

Batch Date: 03/20/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/20/2020	94662	Accounts Payable	AT & T		69.53
	Invoice		Date	Description		Amount
	000014452314	03/13/2020		CALNET3-9391023436 (239-461-6578)		69.53
Check	03/20/2020	94663	Accounts Payable	Bay Area Polygraph		300.00
	Invoice		Date	Description		Amount
	970	03/15/2020		Polygraph/R.Parra 3/15/20		300.00
Check	03/20/2020	94664	Accounts Payable	Carmel Fire Protection Associates		1,200.00
	Invoice		Date	Description		Amount
	120098	03/09/2020		13D Letter - 3025 Andersite Drive		200.00
	120097	03/09/2020		13D Letter - 610 Bluffs Way		200.00
	120096	03/09/2020		13D Letter - 608 Bluffs Way		200.00
	120095	03/09/2020		13D Letter - 604 Bluffs Way		200.00
	120094	03/09/2020		13D Letter - 602 Bluffs Way		200.00
	120093	03/09/2020		13D Letter - 484 Hood Way		200.00
Check	03/20/2020	94665	Accounts Payable	Central Valley Toxicology		172.00
	Invoice		Date	Description		Amount
	298043	01/31/2020		Drug Screening-MG2000073/S.Coustette 1/31/20		172.00
Check	03/20/2020	94666	Accounts Payable	Anita Coley Heath		1,450.00
	Invoice		Date	Description		Amount
	930	03/17/2020		POST Background/R.Parra 3/17/20		1,450.00
Check	03/20/2020	94667	Accounts Payable	CSG Consultants		4,375.00
	Invoice		Date	Description		Amount
	29239	02/14/2020		CSG Eng: Permits/Development:Seville TH (01/01/20 - 01/31/20)		875.00
	29161	02/14/2020		CSG Eng: SH2 Sea Haven - Plan Ck (01/01/20 - 01/31/20)		3,500.00
Check	03/20/2020	94668	Accounts Payable	Della Mora Heating, Inc.		702.00
	Invoice		Date	Description		Amount
	13387	03/05/2020		Installed new limit switch & blower motor - Library		702.00
Check	03/20/2020	94669	Accounts Payable	First Alarm		991.65
	Invoice		Date	Description		Amount

Marina, CA

AP Check Register 03-20-20

Bank Account: 905 - Chase - Checking

Batch Date: 03/20/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	530492		03/15/2020	Monitoring services at station 2 - 04/01/20 to 06/30/20		119.16
	529995		03/15/2020	Alarm Monitoring - 211 Hillcrest Ave - Council Chambers		112.05
	529996		03/15/2020	Alarm Monitoring - 209 Cypress Avenue - Apr-June 2020		125.28
	534045		03/15/2020	Alarm Monitoring - 209 Cypress Avenue - Apr-June 2020		187.80
	534048		03/15/2020	Fire Alarm Services_ B527		339.00
	534047		03/15/2020	Fire Alarm Services_ B524		108.36
Check	03/20/2020	94670	Accounts Payable	Gavilan Pest Control		162.00
	Invoice		Date	Description		Amount
Check	0129455		03/05/2020	Gavilan Pest Control - Comm Ctr		77.00
	0129456		03/05/2020	Pest Control at Station 2		85.00
	03/20/2020	94671	Accounts Payable	Hinderliter, de Llamas & Associates		300.00
	Invoice		Date	Description		Amount
Check	0033387-IN		03/16/2020	Sales Tax		300.00
	03/20/2020	94672	Accounts Payable	Hydro Turf		8.74
Check	Invoice		Date	Description		Amount
	I728685		03/10/2020	TL Coup/netafim techline insert		8.74
Check	03/20/2020	94673	Accounts Payable	Jackson-Hirsh, Inc.		199.00
	Invoice		Date	Description		Amount
Check	1026581		03/11/2020	Model 7300 Laminator		199.00
	03/20/2020	94674	Accounts Payable	Christopher Johnson		550.79
Check	Invoice		Date	Description		Amount
	19031818		08/16/2019	Reimbursement for Patrol Duty Vest Cover 8/16/20		550.79
Check	03/20/2020	94675	Accounts Payable	Keyser Marston Associates		62.50
	Invoice		Date	Description		Amount
Check	0034434		03/11/2020	Professional Services - Master Contract - February 2020		62.50
	03/20/2020	94676	Accounts Payable	Kimley-Horn & Associates		14,190.86
Check	Invoice		Date	Description		Amount
	16004135		02/29/2020	Annual Street Resurfacing Proj (APR 1801) (02/01/20- 02/29/20)		3,764.50
Check	097789006-0120		02/24/2020	Prelim Eng - CCIP R46B: Imjin Pkwy Wdng Proj (01/01/20-01/31/20)		10,426.36
	03/20/2020	94677	Accounts Payable	KP Public Affairs, LLC		10,000.00

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Marina, CA

AP Check Register 03-20-20

Bank Account: 905 - Chase - Checking

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	40335		02/29/2020	Professional Services - MPWSP - February 2020		10,000.00
	03/20/2020	94678	Accounts Payable	L.N. Curtis & Sons		292.32
	Invoice			Description		Amount
Check	INV369715		03/11/2020	(2) Structural Gloves		171.84
	INV369104		03/10/2020	Adapter		120.48
	03/20/2020	94679	Accounts Payable	Language Line, LLC		254.61
	Invoice			Description		Amount
Check	4754931		02/29/2020	Translation Service/Patrol 2/29/20		254.61
	03/20/2020	94680	Accounts Payable	Liebert Cassidy Whitmore		75.00
	Invoice			Description		Amount
	9937		03/16/2020	Training (03/19/2020)		75.00
Check	03/20/2020	94681	Accounts Payable	Lon W. House Water & Energy Consulting		7,656.25
	Invoice			Description		Amount
	CalAm0919		09/30/2019	Professional Services - MPWSP - September 2019		393.75
	CalAm1119		12/02/2019	Professional Services - MPWSP - November 2019		3,412.50
Check	03/20/2020	94682	Accounts Payable	Marina Coast Water District		3,850.00
	Invoice			Description		Amount
	000056036	022820	02/28/2020	000056 036 - Center Median 2nd Ave (02/01/20 - 02/28/20)		9,205.07
	000056037	022820	02/28/2020	000056 037 - 2nd Avenue Irrigation (02/01/20 - 02/28/20)		Amount
	000056095	022820	02/28/2020	000056 095 - 2nd Ave Median (02/01/20 - 02/28/20)		172.42
	000057000	022820	02/28/2020	000057 000 - 3220 Imjin Road (02/01/20 - 02/28/20)		158.41
	000056041	022820	02/28/2020	000056 041 - 3260 Imjin Rd, Fire Station 2 (02/01/20 - 02/28/20)		278.70
	000056049	022820	02/28/2020	000056 049 - Imjin Road University (02/01/20 - 02/28/20)		140.28
	000056044	022820	02/28/2020	Water Service_B520		243.77
	000056043	022820	02/28/2020	Water Service_B524		158.41
	000056051	022820	02/28/2020	Water Service_B533		144.65
	000056092	022820	02/28/2020	Water Service_B527		149.02
	000056093	022820	02/28/2020	Water Service_B529		153.39
	000056096	022820	02/28/2020	Water Service_B554		1,057.40
						244.38
						96.13

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Bank Account: 905 - Chase - Checking

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056097.02	2820		Water Service_B507		407.26
	014874000	022820		Water Billing/South Field Office 2/I thru 2/28/20		137.58
	000056015	030620		000056 015 - Cypress Cove II (02/08/20 - 03/06/20)		55.95
	000056006	030620		000056 008 - Reservation Rd & Del Monte (02/08/20 - 03/06/20)		25.21
	000056085	030620		000056 085 - Center Med 3192 Cresc Ave. (02/08/20 - 03/06/20)		25.21
	000056087	030620		000056 087 - Center Med 3218 Cresc (02/08/20 - 03/06/20)		25.21
	000056032	030620		000056 032 - Cresc Ave & Costa Mon Bay Est (02/08/20 - 03/06/20)		55.95
	000056086	030620		000056 086 - Center Median 3208 Cresc (02/08/20 - 03/06/20)		25.21
	000056011	030620		000056 011 - Tate Park 3254 Del Monte (02/08/20 - 03/06/20)		2,266.14
	000056035	030620		000056 035 - Cardoza/Reser Rd. - Tate Park (02/08/20 - 03/06/20)		1,563.25
	000056034	030620		000056 034 - 3240 DeForest - Windy Hill Pk (02/08/20 - 03/06/20)		445.10
	000056014	030620		000056 014 - VD Park 3200 Del Monte Blvd (02/08/20 - 03/06/20)		981.84
	000056084	030620		000056 084 - Ctr Med 3172 Cresc- Shuler (02/08/20 - 03/06/20)		160.21
	000056030	030620		000056 030 - Ctr Med. Reserv- Ramada Inn (02/08/20 - 03/06/20)		33.99
	03/20/2020		94683	Accounts Payable	John Martin	277.90
	Invoice			Date	Description	Amount
	01-05-20			01/05/2020	Reserve Officer Stipend/J. Martin July 2019 - January 2020	277.90
	03/20/2020		94684	Accounts Payable	Thomas Melendy	316.53
	Invoice			Date	Description	Amount
	01-05-20			01/05/2020	Reserve Officer Stipend/T. Melendy July 2019 - January 2020	316.53
	03/20/2020		94685	Accounts Payable	Microsoft	2,572.74
	Invoice			Date	Description	Amount
Check	E0700AKKIP			03/11/2020	Citywide MS Office 365 - March 2020	1,331.61
	E0700AKIF3			03/11/2020	Citywide MS Office 365 - March 2020	792.00
	E0700AKIF4			03/11/2020	Citywide MS Office 365 - March 2020	449.13
	03/20/2020		94686	Accounts Payable	Monterey Auto Supply	171.16
	Invoice			Date	Description	Amount
	682437			11/25/2019	Veh - Maint Parts & Supply - Unit 899	8.60
	682447			11/25/2019	Veh - Maint Parts & Supply - Unit 595	17.18
	682919			11/26/2019	Veh - Maint Parts & Supply - Unit 5462	17.84
	684047			12/02/2019	Veh - Maint Parts & Supply - Unit 814	12.78
	684427			12/03/2019	Veh - Maint Parts & Supply - Unit 897	4.31

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	682434		11/25/2019	Veh - Maint Parts & Supply - Unit 889		23.16
	711219		03/12/2020	Veh - Maint Parts & Supply - Unit 612		87.29
	03/20/2020	94687	Accounts Payable	Monterey Bay Office Products		380.19
	Invoice		Date	Description		Amount
Check	408758480		03/03/2020	City Hall Copier Lease Payment - March 2020		380.19
	03/20/2020	94688	Accounts Payable	Monterey County Convention & Visitors Bureau		13,059.09
	Invoice		Date	Description		Amount
Check	Jan 2020		03/11/2020	Jan 2020 TID		13,059.09
	03/20/2020	94689	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		8,029.61
	Invoice		Date	Description		Amount
Check	0335297-IN		02/07/2020	Unleaded Fuel (2500 gal)		6,588.09
	0335580-IN		02/27/2020	Diesel Fuel (500 gal)		1,441.52
	03/20/2020	94690	Accounts Payable	Monterey Regional Waste Management District		4,034.76
	Invoice		Date	Description		Amount
	02-29-20		02/29/2020	Citywide -Dump Fees		4,034.76
Check	03/20/2020	94691	Accounts Payable	Natividad Medical Center		62.00
	Invoice		Date	Description		Amount
	03-06-20		03/06/2020	Blood Alcohol Results February 2020		62.00
Check	03/20/2020	94692	Accounts Payable	New Image Landscape Co.		2,140.00
	Invoice		Date	Description		Amount
	117750		02/29/2020	Landscaping		2,140.00
Check	03/20/2020	94693	Accounts Payable	Nextel Communications - Sprint		368.15
	Invoice		Date	Description		Amount
	866147022-207		11/22/2019	Department Cell Phones		368.15
Check	03/20/2020	94694	Accounts Payable	NFOCUS Software		2,945.00
	Invoice		Date	Description		Amount
	16366		12/01/2019	software renewal fees		2,945.00

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/20/2020	94695	Accounts Payable	Office Depot		447.46
	Invoice		Date	Description		Amount
	455833447-001		03/11/2020	Office Supplies - Rubber Gloves		20.53
	458767772-001		03/16/2020	Office Supplies - Fax Machine Ink		412.31
	456032783001		03/10/2020	Disinfectant City Hall Bathrooms		14.62
Check	03/20/2020	94696	Accounts Payable	Office Depot		87.39
	Invoice		Date	Description		Amount
	2384283087		02/11/2020	Binder and Dividers		65.75
	2389922792		03/02/2020	(1) USB DataStick/Investigations 3/2/20		21.64
Check	03/20/2020	94697	Accounts Payable	Pacific Gas & Electric		442.11
	Invoice		Date	Description		Amount
	353-7.MAR20		03/11/2020	PG&E - 9930567353-7		59.73
	148-6.MAR20		03/11/2020	PG&E - 5593414148-6		174.47
	943-2.MAR20		03/11/2020	PG&E - 6150212943-2		65.51
	582-7.MAR20		03/11/2020	PG&E - 8161432582-7		142.40
Check	03/20/2020	94698	Accounts Payable	Robert R. Wellington		13,259.00
	Invoice		Date	Description		Amount
	25130		03/12/2020	Retainer - February 2020		1,800.00
	25140		03/12/2020	Tax & Finance Matters - December 2019		252.00
	25139		03/12/2020	Public Records Requests - December 2019		234.00
	25137		03/12/2020	Misc Litigation Matters - December 2019		36.00
	25136		03/12/2020	MCWD Matters - December 2019		180.00
	25134		03/12/2020	Abrams Park-Marina Height-Sea Haven - December 2019		54.00
	25131		03/12/2020	Groundwater Sustainability Agency - December 2019		396.00
	25129		03/12/2020	Cal Am Matters - December 2019		450.00
	25142		03/12/2020	Voting Rights Act - December 2019		1,420.00
	25141		03/12/2020	The Dunes - December 2019		1,294.00
	25133		03/12/2020	Land Use & Operations - December 2019		2,159.00
	25132		03/12/2020	Joby Aero Inc - December 2019		4,140.00
	25100		03/04/2020	Marina Municipal Airport Matters_November 2019		570.00
	25128		03/12/2020	Marina Municipal Airport Matters_December 2019		274.00
Check	03/20/2020	94699	Accounts Payable	Ryan Ranch Printers		73.94

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	21697	03/11/2020		Business Cards - Frank O'Connell		73.94
	03/20/2020	94700	Accounts Payable	Salinas Valley Ford		762.81
	Invoice			Description		Amount
	11496	03/06/2020		CSI - light 116 - Unit 521		48.88
Check	11605	03/10/2020		AAA bezel		121.07
	66235	03/11/2020		Oil and Filter repair - Unit 553		679.93
	CM10083	01/29/2020		Wire asspo - Unit 889 - CM		(87.07)
	03/20/2020	94701	Accounts Payable	Sherwin-Williams		301.42
	Invoice			Description		Amount
Check	4268-0	03/12/2020		Paint - Marina Airport Restaurant		301.42
	03/20/2020	94702	Accounts Payable	State Fire Training		40.00
	Invoice			Description		Amount
Check	03-16-20	03/16/2020		Fire Fighter 1 Certificate for Kayden Gibson		40.00
	03/20/2020	94703	Accounts Payable	Syn-Tech Systems, Inc.		550.00
	Invoice			Description		Amount
Check	202689	02/19/2020		Fuel Farm Software Maint/Support 3-22-20 to 3-21-21		550.00
	03/20/2020	94704	Accounts Payable	Valley Saw & Garden Equipment		17.52
	Invoice			Description		Amount
Check	224066	03/10/2020		Air cleaner		17.52
	03/20/2020	94705	Accounts Payable	Valley Trophies & Detectors		128.94
	Invoice			Description		Amount
Check	82787	03/10/2020		Employee of the Year Plaque/Engraving & labor 3/10/20		128.94
	03/20/2020	94706	Accounts Payable	Zoom Imaging Solutions		417.85
	Invoice			Description		Amount
Check	2124007	07/24/2019		MeterRead Maintenance/Patrol 7/24/19		197.07
	2167287	11/23/2019		MeterRead Maintenance/Patrol 11/23/19		220.78
	03/20/2020	94707	Accounts Payable	Zumar Industries, Inc.		727.40
	Invoice			Description		Amount

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Batch Date: 03/20/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
EFT	87627		03/12/2020	Signs		727.40
	03/20/2020	713	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	2,945.00
	Invoice		Date	Description		Amount
	20-06		03/13/2020	Services 03-03/03-12-20		2,945.00
905 Chase - Checking Totals:						\$109,288.09

Transactions: 53

Checks: 52 \$106,343.09
EFTs: 1 \$2,945.00

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Batch Date: 03/27/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	03/27/2020	94708	Accounts Payable	Ace Hardware		192.45
	Invoice		Date	Description		Amount
	073868		03/23/2020	Trash bags, screwdrivers, Fasteners & hook command		129.92
	073875		03/24/2020	Fasteners		29.75
	073874		03/24/2020	Fasteners and drill bits		16.40
	073878		03/24/2020	Drill bit titanium		16.38
Check	03/27/2020	94709	Accounts Payable	Ace Hardware		132.67
	Invoice		Date	Description		Amount
	073796		03/17/2020	Cleaner & degreaser - Corona virus cleaner - Corp Yard		8.72
	073823		03/18/2020	Tape barricade - Caution Tapes for CW Playground		19.64
	073811		03/18/2020	Wrench basin, thread tape & sp:ufct3/8xl		25.64
	073845		03/20/2020	Bcade tape - Caution		10.91
	073839		03/20/2020	Fasteners		3.61
	073830		03/19/2020	Hose mender FML 3/4 5/8"		10.91
	073864		03/23/2020	Faucet No kink & dryer vent clamp - Corp Yard		15.27
	073802		03/17/2020	Key Copies for B524		19.57
	073819		03/18/2020	Misc. Hardware Supplies for B533		18.40
Check	03/27/2020	94710	Accounts Payable	Anita Kerezsi		1,875.00
	Invoice		Date	Description		Amount
	MARINA-20-2		03/16/2020	FY 18-19 Mandated Cost Claims		1,875.00
Check	03/27/2020	94711	Accounts Payable	American Supply Co.		578.81
	Invoice		Date	Description		Amount
	0146971		02/10/2020	Sunny single towel - Teen Center		32.72
	2884272		03/17/2020	Airport Janitorial Supplies		546.09
Check	03/27/2020	94712	Accounts Payable	Aramark Uniform Service		246.51
	Invoice		Date	Description		Amount
	760724133		03/18/2020	Uniform Service - Public Works Crew		80.54
	760724132		03/18/2020	Uniform Service - Public Works Crew		41.32
	760724131		03/18/2020	Uniform Service - Public Works Crew		68.77
	760724130		03/18/2020	Uniform Service - Public Works Crew		55.88

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/27/2020	94713	Accounts Payable	AT & T		701.27
	Invoice		Date	Description		Amount
	03-13-20		03/13/2020	AT&T 831-582-9957		209.94
	03-14-20		03/14/2020	AT&T Billing/Alarm, EOC & PEBST Equipment-Citywide 3/14/20		491.33
Check	03/27/2020	94714	Accounts Payable	AT & T		504.16
	Invoice		Date	Description		Amount
	000014477299		03/15/2020	CALNET3-9391023491 (884-9654)		82.04
	000014477294		03/15/2020	CALNET3-9391023486 (884-9153)		21.04
	000014477322		03/15/2020	CALNET3-9391023435 (237-267-6922)		136.15
	000014477298		03/15/2020	CALNET3-9391023490 (884-9568)		38.77
	000014477288		03/15/2020	CALNET3-9391023479 (883-0919)		21.04
	000014452351		03/13/2020	AT&T Billing/Radio Repeater 2/13 thru 3/12/20		164.69
	000014477287		03/15/2020	AT&T Billing/Southfield Office 2/15 thru 3/14/20		40.43
Check	03/27/2020	94715	Accounts Payable	Branch's Janitorial		2,235.00
	Invoice		Date	Description		Amount
	227917		03/22/2020	Janitorial Service-Police/Fire March 2020		2,235.00
Check	03/27/2020	94716	Accounts Payable	Cintas Corporation		71.17
	Invoice		Date	Description		Amount
	4045938135		03/20/2020	Mat Service-Police/Fire 3/20/20		71.17
Check	03/27/2020	94717	Accounts Payable	Coffman Associates		4,991.00
	Invoice		Date	Description		Amount
	19GS04-2		02/29/2020	Pen & Ink ALP Update For Joby Bldgs.		4,991.00
Check	03/27/2020	94718	Accounts Payable	Comcast		245.32
	Invoice		Date	Description		Amount
	12-14-19		12/14/2019	teen center tv & internet		245.32
Check	03/27/2020	94719	Accounts Payable	Cypress Coast Ford Lincoln		135.00
	Invoice		Date	Description		Amount
	349275		03/17/2020	Check brakes, tire & battery - Unit 608		135.00
Check	03/27/2020	94720	Accounts Payable	FailSafe Testing LLC		934.25
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	10858		03/19/2020	Annual Ladder Testing		934.25
	03/27/2020	94721	Accounts Payable	FedEx		56.62
	Invoice		Date	Description		Amount
Check	6-964-26388		03/20/2020	Postage/Shipping-Parking Tickets 3/20/10		56.62
	03/27/2020	94722	Accounts Payable	Gavilan Pest Control		1,225.00
	Invoice		Date	Description		Amount
Check	0129203		03/31/2020	Airport Pest Control Services		1,150.00
	0129204		03/31/2020	Airport Pest Control Services_B504		75.00
	03/27/2020	94723	Accounts Payable	Hali-Brite Inc.		705.76
	Invoice		Date	Description		Amount
	35011		03/04/2020	Winch and Cable for Beacon Repair		705.76
Check	03/27/2020	94724	Accounts Payable	Home Depot Credit Service		58.83
	Invoice		Date	Description		Amount
	03-12-20		03/12/2020	Husky tub & basin drain wrench		58.83
Check	03/27/2020	94725	Accounts Payable	Janice Griffin		600.00
	Invoice		Date	Description		Amount
	02-14-20		02/14/2020	face painters & balloon decorations		600.00
Check	03/27/2020	94726	Accounts Payable	Kimley-Horn & Associates		2,589.50
	Invoice		Date	Description		Amount
	16054832		02/29/2020	CCIP R78 - TIA Dunes Update (02/01/20 - 02/29/20)		2,589.50
Check	03/27/2020	94727	Accounts Payable	L.N. Curtis & Sons		5,993.76
	Invoice		Date	Description		Amount
	INV370589		03/16/2020	Wildland coats & pants, belts, ratchet suspen, hydration pack		5,286.06
Check	INV372035		03/19/2020	NFPA Stacked Tips - 1.5 Inlet tips		132.42
	INV372092		03/19/2020	Goggles & Nomex Wildland Pants		575.28
	03/27/2020	94728	Accounts Payable	LC Action		293.88
Check	407834		02/26/2020	Tactical Firearm Light		293.88
	03/27/2020	94729	Accounts Payable	Liebert Cassidy Whitmore		10,183.00
	Invoice		Date	Description		Amount

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice		Date	Description	Amount	Amount
	1495349		02/29/2020	LCW - Professional Services		4,381.00
	1494426		02/29/2020	LCW - Professional Services		1,835.00
	1494425		02/29/2020	LCW - Professional Services		3,967.00
Check	Invoice		Date	Description	Amount	Amount
	03/27/2020	94730	Accounts Payable	Mandell Municipal Counseling		3,364.00
	Invoice		Date	Description	Amount	Amount
	03-10-20		03/10/2020	Legal Service - February 2020		174.00
Check	Invoice		Date	Description	Amount	Amount
	01-06-20		01/06/2020	Legal Services - December 2019		1,450.00
	02-11-20		02/11/2020	Legal Services - January 2020		1,740.00
	03/27/2020	94731	Accounts Payable	Marina Coast Water District		140.28
Check	Invoice		Date	Description	Amount	Amount
	000056091	022820	02/28/2020	Water Billing/Training Center 2/1 thru 2/28/20		140.28
	03/27/2020	94732	Accounts Payable	Mark's Mobile Locksmith		383.32
	Invoice		Date	Description	Amount	Amount
Check	Invoice		Date	Description	Amount	Amount
	2799		11/10/2019	Fleet Key Copies		383.32
	03/27/2020	94733	Accounts Payable	MBASIA		1,025.53
	Invoice		Date	Description	Amount	Amount
Check	Invoice		Date	Description	Amount	Amount
	20-0323-7		03/23/2020	Cyber Liability		1,025.53
	03/27/2020	94734	Accounts Payable	Monterey Auto Supply		481.46
	Invoice		Date	Description	Amount	Amount
Check	Invoice		Date	Description	Amount	Amount
	707387		02/27/2020	Veh - Maint Parts & Supply - Credit Memo		(27.17)
	711671		03/13/2020	Veh - Maint Parts & Supply - Unit 552		19.22
	712376		03/17/2020	Veh - Maint Parts & Supply - Unit 236		365.99
	712885		03/18/2020	Veh - Maint Parts & Supply - Unit 608		24.57
	712353		03/17/2020	Veh - Maint Parts & Supply		90.17
	712862		03/18/2020	Veh - Maint Parts & Supply - Unit 608		8.68
	03/27/2020	94735	Accounts Payable	Monterey Tire Service		484.90
Check	Invoice		Date	Description	Amount	Amount
	1-94007		03/23/2020	Tire service - Unit 5400		484.90
	03/27/2020	94736	Accounts Payable	Office Depot		62.68
	Invoice		Date	Description	Amount	Amount

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Check	Invoice			Description		Amount
	462070895-001		03/19/2020	Office Depot		62.68
	03/27/2020	94737	Accounts Payable	Office Depot		142.45
	Invoice			Description		Amount
Check	453476674001		03/06/2020	Wipes - for all city employees		74.84
	453527620001		03/06/2020	Wipes & clorox sprays - for all city employees		67.61
	03/27/2020	94738	Accounts Payable	Pacific Gas & Electric		13,801.31
	Invoice			Description		Amount
	311-8.MAR20		03/12/2020	PG&E - 6513132311-8		9.85
	720-0.MAR20		03/12/2020	PG&E - 0167505720-0		823.17
	202-3.MAR20		03/12/2020	PG&E - 6594070202-3		84.81
	085-2.MAR20		03/12/2020	PG&E - 5434906085-2		88.89
	608-2.MAR20		03/12/2020	PG&E - 7383993608-2		586.06
	210-0.MAR20		03/13/2020	PG&E - 3242976210-0		137.61
Check	562-0.MAR20		03/12/2020	PG&E - 4758891562-0		958.69
	535-3.MAR20		03/15/2020	PG&E - 6161832535-3		212.81
	827-8.MAR20		03/15/2020	PG&E - 0423929827-8		105.19
	851-0.MAR20		03/17/2020	PG&E - 3440977851-0		162.18
	098-7.MAR20		03/11/2020	Utilities_B524		1,617.65
	103-6.MAR20		03/12/2020	Utilities_B507		6,103.13
	288-5.MAR20		03/12/2020	Utilities_B520 & B529		1,084.83
	347-0.MAR20		03/11/2020	Utilities_B519		295.52
	415-6.MAR20		03/11/2020	Utilities_B504		44.20
	451-7.MAR20		03/11/2020	Utilities_B554		145.57
	694-1.MAR20		03/12/2020	Utilities_B533		1,270.93
	767-2.MAR20		03/12/2020	PG&E Billing/Training Center 2/10 thru 3/10/20		70.22
	03/27/2020	94739	Accounts Payable	Pacific Truck Parts		558.05
	Invoice			Description		Amount
	1818896		03/17/2020	7" color camera system - Unit 608		387.13
Check	1819048		03/19/2020	Steel cable for pump - Engine 5412 Pierce		170.92
	03/27/2020	94740	Accounts Payable	Peninsula Welding & Medical Supply		13.40
	Invoice			Description		Amount

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AP Check Register 03-27-20

Bank Account: 905 - Chase - Checking

Batch Date: 03/27/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	197306		02/29/2020	Non - liquid cylinders		12.90
	197610		02/29/2020	Finance charge		0.50
	03/27/2020	94741	Accounts Payable	Pinnacle Healthcare		1,195.00
	Invoice		Date	Description		Amount
	174960		03/12/2020	Pinnacle Healthcare - Pre Emp Px		202.00
Check	176350		03/16/2020	Pinnacle Healthcare - Pre Emp Px		609.00
	177120		03/18/2020	Pinnacle Healthcare - Pre Emp Px		384.00
	03/27/2020	94742	Accounts Payable	Quill Corporation		225.12
	Invoice		Date	Description		Amount
	5694150		03/19/2020	Office Supplies/Records 03/19/2020		14.40
Check	5619446		03/17/2020	Office Supplies/Records 03/17/2020		102.62
	5654038		03/18/2020	Office Supplies/Records 03/18/20		13.09
	5370055		03/09/2020	Office Supplies/Records 03/09/2020		95.01
	03/27/2020	94743	Accounts Payable	Ross Roofing and Construction, Inc.		6,175.00
	Invoice		Date	Description		Amount
Check	7174		03/09/2020	Roof Repair_North/West Side Hangar Pocket_B533		6,175.00
	03/27/2020	94744	Accounts Payable	Salinas Valley Ford		104.68
	Invoice		Date	Description		Amount
Check	11441		03/04/2020	Thermostat, seal & anti freeze - Unit 553		58.97
	11752		03/16/2020	Lift Asspo - Unit 360		45.71
	03/27/2020	94745	Accounts Payable	Salinas Valley Pro Squad		1,825.24
	Invoice		Date	Description		Amount
	305342		02/04/2020	Uniforms and Equipment		223.85
Check	304834		02/05/2020	Police Uniforms and Equipment		191.02
	304934		02/18/2020	Police Uniforms and Equipment		432.58
	304349		02/27/2020	Police Uniforms and Equipment		977.79
	03/27/2020	94746	Accounts Payable	Shred-it USA		376.99
	Invoice		Date	Description		Amount
Check	8129419348		03/15/2020	Shredding Service 03/15/2020		376.99
	03/27/2020	94747	Accounts Payable	Stordok		100.00

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AP Check Register 03-27-20

Bank Account: 905 - Chase - Checking

Batch Date: 03/27/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
	Invoice		Date	Description		Amount
	53542931		01/28/2020	Document Shredding Services - City Hall		50.00
	53543160		03/17/2020	Document Shredding Services - City Hall		50.00
Check	03/27/2020	94748	Accounts Payable	Target Solutions		1,950.00
	Invoice		Date	Description		Amount
	TSINV00000034821		03/01/2020	TargetSolutions Premier Membership, Res & Career - Training		1,950.00
Check	03/27/2020	94749	Accounts Payable	Tartaglia Engineering		19,644.00
	Invoice		Date	Description		Amount
	02ETBCONST		02/19/2020	Extend Taxiway B Construction - FAA Grant Project		9,876.00
	01GCS_2020		03/06/2020	Airport_General Consulting Services		9,768.00
Check	03/27/2020	94750	Accounts Payable	Taygeta Scientific, Inc.		245.00
	Invoice		Date	Description		Amount
	000559		03/17/2020	Sonicwall SSLVPN License		245.00
Check	03/27/2020	94751	Accounts Payable	The EcoHero Show, LLC		1,036.53
	Invoice		Date	Description		Amount
	1402		01/17/2020	JC Crumpton Elementary - performance		1,036.53
Check	03/27/2020	94752	Accounts Payable	The Pin Center		672.50
	Invoice		Date	Description		Amount
	0320056		03/18/2020	City Lapel Pins - Quantity 500		672.50
Check	03/27/2020	94753	Accounts Payable	Tope's Tree Service, Inc.		2,200.00
	Invoice		Date	Description		Amount
	24296		03/19/2020	Tree Service - Citywide		2,200.00
Check	03/27/2020	94754	Accounts Payable	United Site Services		421.98
	Invoice		Date	Description		Amount
	114-9967438		02/28/2020	Toilet Rentals - Corner Beach Rd - De Forest		243.09
	114-9978900		02/29/2020	Toilet Rentals - Barracks - CARETAKER PROJ (02/28/20-03/26/20)		178.89
Check	03/27/2020	94755	Accounts Payable	Verizon Wireless		323.65
	Invoice		Date	Description		Amount
	9850141667		03/10/2020	Monthly Verizon Bill-308174766		323.65

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AP Check Register 03-27-20

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03/27/2020	94756	Accounts Payable	Wald, Ruhnke & Dost Architects, LLP		339.39
	Invoice		Date	Description		Amount
	1903215		02/29/2020	Council Chambers Remodel (QLF) (02/01/20 - 02/29/20)		339.39
Check	03/27/2020	94757	Accounts Payable	Zee Service Co.		273.60
	Invoice		Date	Description		Amount
	66200619		03/19/2020	Medical Supplies - City Hall Break Room Box		52.63
	66200621		03/19/2020	First Aide Supply - Corp Yard		151.89
	66200620		03/19/2020	First Aide Supply - Annex		69.08
Check	03/27/2020	94758	Accounts Payable	Zoom Imaging Solutions		8.09
	Invoice		Date	Description		Amount
	2202188		03/18/2020	Toner/Records 3/18/20		8.09
Check	03/27/2020	94759	Accounts Payable	Zustan K-9 Services		250.00
	Invoice		Date	Description		Amount
	332360		03/20/2020	K-9 Training & Development Training March 2020		250.00
905 Chase - Checking Totals:						\$92,373.11
Transactions: 52						
Checks: 52						\$92,373.11

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AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 905 - Chase - Checking						
Check	04/03/2020	94760	Accounts Payable	Ace Hardware		14.63
	Invoice		Date	Description		Amount
	073905		03/26/2020	Battery Lithium		10.90
	073881		03/24/2020	CREDIT for Fasteners		(8.87)
	073926		03/29/2020	Bit Hamr & Fasteners		12.60
Check	04/03/2020	94761	Accounts Payable	Ace Hardware		33.43
	Invoice		Date	Description		Amount
	073883		03/25/2020	Thread seal tape, nipple black & caps		15.02
	073887		03/25/2020	Caps blk & nipple black		4.68
	073904		03/26/2020	Ballcock adj		8.73
	073910		03/27/2020	Keykraft #95 & CD split key rings		5.00
Check	04/03/2020	94762	Accounts Payable	Allstar Fire Equipment Inc.		921.48
	Invoice		Date	Description		Amount
	222460		03/25/2020	Increases and swivel adapters		921.48
Check	04/03/2020	94763	Accounts Payable	Aramark Uniform Service		246.51
	Invoice		Date	Description		Amount
	760735317		03/25/2020	Uniform Service - Public Works Crew		55.88
	760735318		03/25/2020	Uniform Service - Public Works Crew		68.77
	760735319		03/25/2020	Uniform Service - Public Works Crew		41.32
	760735320		03/25/2020	Uniform Service - Public Works Crew		80.54
Check	04/03/2020	94764	Accounts Payable	AT & T		149.93
	Invoice		Date	Description		Amount
	000014477295		03/15/2020	CALNET3-9391023487 (884-9497)		21.04
	000014520512		03/27/2020	CALNET3-9391023471 (582-0100)		44.71
	000014520514		03/27/2020	CALNET3-9391023473 (582-2398)		21.04
	000014520516		03/27/2020	CALNET3-9391023475 (582-9032)		21.04
	000014520517		03/27/2020	CALNET3-9391023476 (582-9611)		21.04
	000014520518		03/27/2020	CALNET3-9391023477 (582-9803)		21.06
Check	04/03/2020	94765	Accounts Payable	Bearing Engineering		28.30
	Invoice		Date	Description		Amount

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AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	5545030		03/17/2020	Radial ball bearing		28.30
	04/03/2020	94766	Accounts Payable	Bound Tree Medical		526.31
	Invoice		Date	Description		Amount
Check	83546252		03/17/2020	Medical supplies - Adult masks, yellow blanket & fog lens		526.31
	04/03/2020	94767	Accounts Payable	Branch's Janitorial		4,945.82
	Invoice		Date	Description		Amount
Check	227911		03/22/2020	January Custodial Service March		2,059.47
	227912		03/22/2020	Janitorial Service - CH, Corp Yard, LA, Annex & CC		2,886.35
	04/03/2020	94768	Accounts Payable	Bureau Veritas North America, Inc.		2,151.60
Check	Invoice		Date	Description		Amount
	1520236		03/20/2020	Plan Review-Walmart TJ		2,151.60
	04/03/2020	94769	Accounts Payable	California Fire Protection Inc.		2,900.00
Check	Invoice		Date	Description		Amount
	20-11595		02/26/2020	B533_West Side PIV Repair		2,900.00
	04/03/2020	94770	Accounts Payable	Carmel Roasters, Inc.		292.79
Check	Invoice		Date	Description		Amount
	58955		03/26/2020	FD Coffee - 4 boxes		292.79
	04/03/2020	94771	Accounts Payable	Collins Electric Co.		275.72
Check	Invoice		Date	Description		Amount
	S220082-1		03/20/2020	Locke Paddon CFD - Svc. Replace existing LT fixture w LED		275.72
	04/03/2020	94772	Accounts Payable	Comcast		176.41
Check	Invoice		Date	Description		Amount
	03-14-20		03/14/2020	teen center cable		176.41
	04/03/2020	94773	Accounts Payable	CSG Consultants		51,710.00
Check	Invoice		Date	Description		Amount
	29645		03/13/2020	CSG Eng: Permits/Development (02/01/20 - 02/28/20)		5,625.00
	29646		03/13/2020	CSG Eng: Staff Augmentation (02/01/20 - 02/28/20)		4,640.00
Check	29652		03/13/2020	CSG Eng: Marina Develop Projects (02/01/20 - 02/28/20)		250.00
	29641		03/13/2020	CSG Eng: (APR 1801) Annual Sts Resurfacing (02/01/20 - 02/28/20)		1,200.00

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AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	29642		03/13/2020	CSG Eng: R46B Imjin Pkwy (02/01/20 - 02/28/20)		2,400.00
	29651		03/13/2020	CSG Eng: FAE CHI/SPA/Junsay Oaks (02/01/20 - 02/28/20)		400.00
	29650		03/13/2020	CSG Eng: FAE Svc -DU3 - 1C Phase 3 (02/01/20 - 02/28/20)		480.00
	29654		03/13/2020	CSG Eng: SH5 Sea Haven - Plan Ck (02/01/20 - 02/28/20)		7,875.00
	29655		03/13/2020	CSG Eng: SH2 Sea Haven - Plan Ck (02/01/20 - 02/28/20)		11,650.00
	29764		03/13/2020	CSG Eng: SH1 Sea Haven - Plan Ck (02/01/20 - 02/28/20)		1,620.00
	29649		03/13/2020	CSG Eng: TAMC (02/01/20 - 02/28/20)		160.00
	29644		03/13/2020	CSG Eng: R5 2nd Ave Ext (#713) (02/01/20 - 02/2/20)		3,900.00
	29653		03/13/2020	CSG Eng: SH2 Sea Haven - Plan Ck (02/01/20 - 02/2/20)		9,680.00
	29643		03/13/2020	CSG ENG: T122C HWY1 Imjin (#727) (02/01/20 - 02/28/20)		720.00
	29648		03/13/2020	CSG Eng: Barracks - FORA Caretaker Project (02/01/20 - 02/2/20)		320.00
	B200224		03/02/2020	Plan Review 2/1-2/29 2020		630.00
	29647		03/13/2020	CSG Eng: Review Cert Payroll-Airport Rest (02/01/20 - 02/28/20)		160.00
	04/03/2020	94774	Accounts Payable	Dave's Repair Service		85.00
Check	Invoice		Date	Description		Amount
	31333		02/24/2020	Monthly Site Inspections		85.00
Check	04/03/2020	94775	Accounts Payable	DLB Associates		1,531.19
	Invoice		Date	Description		Amount
Check	D3094001		03/27/2020	IBM Software Maintenance 4/4/20 thru 4/3/21		1,531.19
	04/03/2020	94776	Accounts Payable	Esperanza Lara Martinez		600.00
Check	Invoice		Date	Description		Amount
	06-06-20		03/30/2020	Rental Refund - cc		600.00
Check	04/03/2020	94777	Accounts Payable	First Alarm		923.27
	Invoice		Date	Description		Amount
Check	534376		03/13/2020	Semi-Annual Fire Inspection-Police/Fire		238.75
	534563		03/17/2020	Alarm Code Entry - City Hall - Finance Dir.		35.00
	534564		03/17/2020	Alarm Code Entry - Council Chambers - Finance Dir		35.00
	534324		03/12/2020	Fire Alarm Services_ B524		296.25
	534046		03/15/2020	Fire & Burglar Alarm Svc - Corp Yard (04/01/20 - 06/30/20)		318.27
	04/03/2020	94778	Accounts Payable	Glenn Denning		200.00
Check	Invoice		Date	Description		Amount

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AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	04-25-20 vd			Rental Refund - Vince DiMaggio		200.00
	04/03/2020	94779	Accounts Payable	Graniterock/Pavex Construction		12,540.00
	Invoice		Date	Description		Amount
Check	03-03-20			Extend Taxiway B Construction_Contractor Progress Pmt. No. 2		12,540.00
	04/03/2020	94780	Accounts Payable	Green Rubber-Kennedy AG		454.22
	Invoice		Date	Description		Amount
Check	S-654719			Mask with valve		192.41
	S-655094			Best flock-lined nitrile & Micro foan nylon black		261.81
	04/03/2020	94781	Accounts Payable	Home Depot Credit Service		26.19
Check	03-24-20			Caution Tape		26.19
	04/03/2020	94782	Accounts Payable	L.N. Curtis & Sons		1,488.82
	Invoice		Date	Description		Amount
Check	INV373772			Large chain saw mount		515.22
	INV374253			Rescue base mount kit, ram base, iron kit & hanger		973.60
	04/03/2020	94783	Accounts Payable	Liebert Cassidy Whitmore		75.00
Check	10320			Training (04/15/20)		75.00
	04/03/2020	94784	Accounts Payable	Marina Coast Water District		6,922.16
	Invoice		Date	Description		Amount
	000056027	031320		000056 027 - Center Med & ROW Calif Ave (02/15/20 - 03/13/20)		44.13
	000056005	031320		000056 005 - Calif Ave. and Patton Pkwy (02/15/20 - 03/13/20)		82.30
	000056007	031320		000056 007 - Califor Ave Landscape (02/15/20 - 03/13/20)		82.30
	000056025	031320		000056 025 - 327 Reind- Los Arb Sport Comp (02/15/20 - 03/13/20)		63.96
	000056045	032020		000056 045 - 3100 Preston Park Bldg (02/22/20 - 03/20/20)		3,240.18
	000056046	032020		000056 046 - 3100 Preston Park Irrig (02/22/20 - 03/20/20)		144.65
	000056042	032020		000056 042 - 3040 Lake Dr. - Animal Shltr (02/22/20 - 03/20/20)		105.96
	000056088	032020		000056 088 - Marina Backflow Accts (02/22/20 - 03/20/20)		765.00
	000056019	031320		000056 019 - 213 Hillcrest Ave, Comm Ctr (02/15/20 - 03/13/20)		949.44
	000056061	032020		000056 061 - Seaside Ct & Reser Rd (02/22/20 - 03/20/20)		66.09

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AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

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Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	000056006	032020		000056 006 - 188 Seaside Circle (02/22/20 - 03/20/20)		37.37
	000056028	032020		000056 028 - ROW Calif Ave & Jerry (02/22/20 - 03/20/20)		181.09
	000056090	032020		000056 090 - Locke Padd Park (02/22/20 - 03/20/20)		55.95
	000056040	032020		000056 040 - Ctr Median Hilo Ave (02/22/20 - 03/20/20)		25.21
	012016000	032020		012016 000 - 199 Paddon Pl Locke Paddon (02/22/20 - 03/20/20)		50.89
	000056024	031320		000056 024-Ctr Med Del Mont Blvd/Palm Ave (02/15/20 - 03/13/20)		82.30
	000056022	031320		000056 022 - Ctr Med & Row Del Monte (02/15/20 - 03/13/20)		33.99
	000056020	031320		000056 020 - 304 Hillcrest Ave, Teen Ctr (02/15/20 - 03/13/20)		122.97
	000056018	031320		000056 018 - 208 Palm Ave, Fire Stat (02/15/20 - 03/13/20)		141.85
	000056017	031320		000056 017 - 208 A Palm Ave, Fire Station (02/15/20 - 03/13/20)		74.78
	000056016	031320		000056 016 - Ctr Med Reserv & Seac (02/15/20 - 03/13/20)		33.99
	000056021	031320		000056 021 - Ctr Med Res Rd-Post Off (02/15/20 - 03/13/20)		33.99
	000056001	031320		000056 001 - 209-13 Cypress (02/15/20 - 03/13/20)		95.09
	000056094	032020		000056 094 - 2660 5th Ave (02/22/20 - 03/20/20)		408.68
Check	04/03/2020	94785	Accounts Payable	MBASIA		563.60
Check	Invoice		Date	Description		Amount
	MBA19-1225		03/20/2020	MBASIA - Claim for Payment		188.60
	MBA19-1228A		03/20/2020	MBASIA - Claim for Payment		49.60
	MBA19-1212		03/20/2020	MBASIA - Claim for Payment		118.90
	MBA20-0116		03/20/2020	MBASIA - Claim for Payment		206.50
	04/03/2020	94786	Accounts Payable	Monterey Auto Supply		478.95
	Invoice		Date	Description		Amount
	713234		03/20/2020	Veh - Maint Parts & Supply - Unit 599		382.07
	713343		03/20/2020	Veh - Maint Parts & Supply - Unit 608		13.65
	713973		03/24/2020	Veh - Maint Parts & Supply - Unit 608		17.47
Check	713344		03/20/2020	Veh - Maint Parts & Supply - Unit 608		13.65
	713282		03/20/2020	Veh - Maint Parts & Supply - Unit 236		36.45
	713904		03/24/2020	Veh - Maint Parts & Supply - Unit 608		15.66
	04/03/2020	94787	Accounts Payable	Monterey Bay Systems		1,236.45
	Invoice		Date	Description		Amount
Check	382903		03/25/2020	CDD Copier Maintenance and Overage		1,236.45
	04/03/2020	94788	Accounts Payable	Monterey County Petroleum-Sturdy Oil Co.		5,336.94

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Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	30335924-IN		03/23/2020	Diesel Fuel (680 gal)		1,557.50
	0335923-IN		03/23/2020	Unleaded Fuel (2085 gal)		3,779.44
	04/03/2020	94789	Accounts Payable	Nextel Communications - Sprint		366.90
Check	Invoice			Description		Amount
	866147022-211		03/22/2020	Department Cell Phones		366.90
	04/03/2020	94790	Accounts Payable	Office Depot		284.00
	Invoice			Description		Amount
Check	453710931001		03/20/2020	Office Supplies-Finance		284.00
	04/03/2020	94791	Accounts Payable	Pacific Gas & Electric		13,458.49
	Invoice			Description		Amount
	272-1.MAR20		03/19/2020	PG&E - 2862559272-1		40.87
	683-2.MAR20		03/19/2020	PG&E 6217294683-2		1,087.86
	362-9.MAR20		03/20/2020	PG&E - 5996678362-9		102.83
	172-2.MAR20		03/20/2020	PG&E - 5618207172-2		581.66
	483-6.MAR20		03/17/2020	PG&E - 39826444483-6		11,250.30
	533-8.MAR20		03/19/2020	PG&E - 2253666533-8		96.57
	795-7.MAR20		03/23/2020	PG&E - 4467294795-7		298.40
	04/03/2020	94792	Accounts Payable	Pitney Bowes		194.06
	Invoice			Description		Amount
Check	1015277098		03/13/2020	Postage Meter Supplies		194.06
	04/03/2020	94793	Accounts Payable	Christopher Roberson		390.15
	Invoice			Description		Amount
	03-30-20		03/30/2020	Wildland Boots Reimbursement		390.15
Check	04/03/2020	94794	Accounts Payable	Robert R. Wellington		10,360.00
	Invoice			Description		Amount
	25174		03/24/2020	Retainer - March 2020		1,800.00
	25138		03/12/2020	Misc Personnel Matters - December 2019		72.00
	25172		03/24/2020	Code Enforcement Matters - January 2020		99.00
	25171		03/24/2020	Cardrooms - January 2020		48.00

Marina, CA

AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	25170		03/24/2020	Cal Am Matters - January 2020		108.00
	25180		03/24/2020	Public Records Act Requests - January 2020		396.00
	25178		03/24/2020	Abrams Park-Marina Height-Sea Haven - January 2020		63.00
	25168		03/24/2020	Abrams B - January 2020		9.00
	25181		03/24/2020	The Dunes - January 2020		235.00
	25182		03/24/2020	Voting Rights Act - January 2020		938.00
	25173		03/24/2020	Fort Ord Reuse Matters - January 2020		964.00
	25175		03/24/2020	Groundwater Sustainability Agency - January 2020		2,857.00
	25176		03/24/2020	Joby Aero Inc - January 2020		882.00
	25177		03/24/2020	Land Use & Operations - January 2020		1,524.00
Check	25169		03/24/2020	Marina Municipal Airport Matters_January 2020		365.00
	04/03/2020	94795	Accounts Payable	Ryan Ranch Printers		917.03
	Invoice		Date	Description		Amount
	21736		03/25/2020	Printing Services/Forms/Patrol 03/25/2020		367.03
	21741		03/24/2020	Printing Services/Forms/admin 03/24/20		331.50
	21743		03/25/2020	Business Cards-Admin/Patrol 03/25/20		218.50
	04/03/2020	94796	Accounts Payable	Shenwin-Williams		278.27
	Invoice		Date	Description		Amount
	03-24-20		03/24/2020	Paints - Marina Airport Restaurant Project		278.27
	04/03/2020	94797	Accounts Payable	Sierra Springs & Alhambra		253.06
Check	Invoice		Date	Description		Amount
	9696351 031420		03/14/2020	Corp Yard - Sierra Spring - Water Svc		89.66
	14225799 031320		03/13/2020	Corp Yard - Annex - Sierra Spring - Water Svc		90.44
	7266038 032020		03/20/2020	Water Cooler Rental and Replacement Water		72.96
	04/03/2020	94798	Accounts Payable	Suburban Propane		1.00
	Invoice		Date	Description		Amount
	03-15-20		03/15/2020	Propane Gas- Equipment Rental		1.00
	04/03/2020	94799	Accounts Payable	Athena Suich		282.70
	Invoice		Date	Description		Amount
	03-30-20		03/30/2020	Wildland Boots Reimbursement		282.70
Check	04/03/2020	94800	Accounts Payable	Tartaglia Engineering		5,057.00

User: Monika Collier

Pages: 7 of 9

4/2/2020 10:03:12 AM

Marina, CA

AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	Invoice			Description		Amount
	03ETBCONST		03/12/2020	Extend Taxiway B Construction - FAA Grant Project		5,057.00
	04/03/2020	94801	Accounts Payable	Taygeta Scientific, Inc.		2,000.00
Check	Invoice			Description		Amount
	000423-R-0016		04/01/2020	Network Defense/Apr20		2,000.00
	04/03/2020	94802	Accounts Payable	TechRx Technology Services		543.74
Check	Invoice			Description		Amount
	8404		02/18/2020	Color Printer-Finance(Janet)		543.74
	04/03/2020	94803	Accounts Payable	Tyler Technologies, Inc.		1,000.00
Check	Invoice			Description		Amount
	045-295221		03/09/2020	ERP Upgrade		1,000.00
	04/03/2020	94804	Accounts Payable	Verizon Wireless		2,055.87
Check	Invoice			Description		Amount
	9850760457		03/18/2020	Cell Phone Service/Nieto 2/19 thru 3/18/20		38.01
	9850699510		03/18/2020	Cell Phone Service/Anderson 2/19 thru 3/18/20		38.01
Check	Invoice			Description		Amount
	9850702908		03/18/2020	Cell Phone Service/PD 2/19 thru 3/18/20		1,404.89
	9850774253		03/18/2020	PW Crew, Airport & Bldg Insp - Cell Phones		574.96
Check	Invoice			Description		Amount
	04/03/2020	94805	Accounts Payable	Wex Bank		497.58
	64498474		03/23/2020	Gas Billing/Police 3/23/20		497.58
Check	Invoice			Description		Amount
	04/03/2020	94806	Accounts Payable	John Lundgren		150.00
	03-19-20		03/19/2020	MPSMA Refund		150.00
Check	Invoice			Description		Amount
	04/03/2020	94807	Accounts Payable	Marina Employees Association		160.00
	03-20-20		03/20/2020	24 - MEA Dues		160.00
Check	Invoice			Description		Amount
	04/03/2020	94808	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	04/03/2020	94808	Accounts Payable	Marina Professional Fire Fighters Association		300.00
Check	Invoice			Description		Amount
	04/03/2020	94808	Accounts Payable	Marina Professional Fire Fighters Association		300.00
	04/03/2020	94808	Accounts Payable	Marina Professional Fire Fighters Association		300.00

Marina, CA

AP check Register 04-03-20

Bank Account: 905 - Chase - Checking

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Check	03-20-20			35 - MPFFA Dues		300.00
	04/03/2020	94809	Accounts Payable	Premier Access Insurance		5,698.50
	Invoice		Date	Description		Amount
EFT	04-01-20			101 - Dental EE+1*		5,073.44
	04-01-20			Dental Claim (04/2020)		625.06
	04/03/2020	720	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	3,443.75
	Invoice		Date	Description		Amount
EFT	20-07			Services 03-19/03-27-20		3,443.75
	04/03/2020	721	Accounts Payable	Marina Police Association-MPOA	322271627 / 901587928	240.00
	Invoice		Date	Description		Amount
EFT	03-20-20			23 - MPOA Dues		240.00
	04/03/2020	722	Accounts Payable	Police Officers Association - POA	322271627 / 901589106	1,296.00
	Invoice		Date	Description		Amount
	03-20-20			25 - POA Dues		1,296.00
905 Chase - Checking Totals:						\$146,062.82

Transactions: 53

Checks: 50 \$141,083.07
 EFTs: 3 \$4,979.75

Marina, CA

SA Check Register 03-20-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 03/20/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	03/20/2020	33	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	95.00
	Invoice		Date	Description		Amount
	20-06 SA		03/13/2020	Services 03-03/03-12-20		95.00
921 Chase - Successor Agency Totals:						\$95.00
EFTs: 1						\$95.00

Marina, CA

SA Check Register 03-27-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 03/27/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
Check	03/27/2020	44	Accounts Payable	Keyser Marston Associates		4,625.00
	Invoice		Date	Description		Amount
	0034412		03/09/2020	Successor Agency Fiscal Services_ Feb. 20		4,625.00
Check	03/27/2020	45	Accounts Payable	Office Depot		340.03
	Invoice		Date	Description		Amount
	459052891-001		03/16/2020	Office Supplies		42.02
	459052890-001		03/16/2020	Office Supplies		298.01
921 Chase - Successor Agency Totals:						\$4,965.03
Checks: 2						\$4,965.03
Transactions: 2						

Marina, CA

SA Check Register 04-03-20

Bank Account: 921 - Chase - Successor Agency

Batch Date: 04/03/2020

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: 921 - Chase - Successor Agency						
EFT	04/03/2020	34	Accounts Payable	Richard B. Standridge	121042882 / 8312012522	23.75
	Invoice		Date	Description		Amount
	20-07 SA		03/27/2020	Services 03-17/03-27-20		23.75
921 Chase - Successor Agency Totals:						\$23.75
EFTs:						
		1				\$23.75



DRAFT

Agenda Item: **8b(1)**
City Council Meeting of
April 7, 2020

MINUTES

Tuesday, March 17, 2020

5:00 P.M. Closed Session
6:30 P.M. Open Session

**REGULAR MEETING
CITY COUNCIL, AIRPORT COMMISSION,
MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON PARK SUSTAINABLE
COMMUNITY NON-PROFIT CORPORATION, SUCCESSOR AGENCY OF THE FORMER
MARINA REDEVELOPMENT AGENCY AND MARINA GROUNDWATER
SUSTAINABILITY AGENCY**

Council Chambers
211 Hillcrest Avenue
Marina, California

1. CALL TO ORDER
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Lisa Berkley, Adam Urrutia, Frank O'Connell, Mayor Pro-Tem/Vice Chair, Gail Morton, Mayor/Chair Bruce C. Delgado
3. CLOSED SESSION: *As permitted by Government Code Section 54956 et seq., the (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency) may adjourn to a Closed or Executive Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City's Meyers-Milias-Brown Act representative.*
 - a. Conference with Legal Counsel, one case of existing litigation pursuant to paragraph (1) of subdivision (d) of CA Govt. Code Section 54956.9: (1) City of Marina and Marina Groundwater Sustainability Agency v. County of Monterey; Monterey County Board of Supervisors; County of Monterey Groundwater Sustainability Agency; California Department of Water Resources (DWR); and Director Karla Nemeth in her official capacity; Monterey County Superior Court Case No.19CV005270.
 - b. Conference with Legal Counsel, anticipated litigation - initiation of litigation pursuant to paragraph (4) of subdivision (d) of CA Govt. Code Section 54956.9 – two potential cases.
 - c. Labor Negotiations
 - i. Marina Employees Association

- ii. Marina Management Employee Association
- iii. Marina Police Safety Officers Association (MPSOA)
- iv. Marina Police Management Association
- v. Department Directors

6:30 PM - RECONVENE OPEN SESSION AND REPORT ON ANY ACTIONS TAKEN IN CLOSED SESSION

Robert Rathie, Assistant City Attorney reported out Closed Session: the Council opened the meeting earlier at 5:00pm prior to the Closed Session and established a quorum with Council Member Urrutia opening the meeting and everyone else on a teleconference call in accordance with the relaxation of the Brown Act requirements by Governor Newsome's recent proclamation. Council then met in Closed Session on the matters listed on the agenda. Received information, provided direction and no reportable action was taken. The meeting continues here in Open Session with a quorum present.

4. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)

5. SPECIAL PRESENTATIONS:

- a Monterey Council Convention and Visitors Bureau Mid-Year Presentation
- b Recreation Announcements

6. SPECIAL ANNOUNCEMENTS AND COMMUNICATIONS FROM THE FLOOR: *Any member of the Public or the City Council may make an announcement of special events or meetings of interest as information to Council and Public. Any member of the public may comment on any matter within the City Council's jurisdiction which is not on the agenda. Please state your name for the record. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. City Council members or City staff may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of four (4) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council.*

- Mike Owen – Can more information be provided about the relaxation of the Brown Act? This morning Governor Como was arguing against sheltering in place in the San Francisco Bay area and he described sheltering in place as go inside lock the door and throw away the key. At first glance some people may think of it that way, but you don't have to. You can go out and walk your dog, walk along the beach etc. There are plenty of activities where you can social distance yourself from others and be safe.
- Cristina Medina Dirksen – thanked Council in this confusing time that our city has a piece of mind to meet and take care of its residents. Pointed out that they have a Block Captain System so for people watching check in with your Block Captain if you have one and there is a Facebook page called Marina Community that people can access for needs. Marina Grocery Outlet is collecting at the register for families who might need gift cards, the community is urged to donate if you can. Gift cards will be pushed out to our school district and our community and our hotel workers. The Community Foundation for Monterey County has the COVID relief fund that will be pushing out money to non-profits working in the sector of providing basic services.
- Council Member Berkley – PG&E has a moratorium on service disconnection for nonpayment effective immediately. This will apply to residential and commercial customers and will remain in affect until further notice. For more information you can go to: www.pge.com/covid19 . Mentioned that MCWD discussed how to help customers. A request was made for MCWD to not do shut offs and to also allow for longer payment plans. If you have animal and find yourself in crisis with your animals and facing financial hardship you can go to the ASPCA or other animal

shelters for extra food, but please call ahead of time. if you're able to make donation to the ASPCA or shelter it would be greatly appreciated. If you are sheltered in place/quarantined with an abuser and are worried about having to self-isolate in a dangerous home situation you can reach out through any of the social media @ndvh or call the National Domestic Violence hotline at 1-800-799-7233 or TTY 1-800-787-3224; and you can chat@thehotline.org

- Council Member Urrutia – For anyone experiencing temporary layoff or furlough or a loss in hours as a result of the corona virus outbreak there is a really easy to access list of resources from the state at www.labor.ca.gov/cornoavirus2019 you could see answers to your questions. If you are lucky enough to be part of a union, you should reach out to your union for valuable resources. Advised everybody to look at the State's department of labor website to see how you can make yourself whole if you have any loss in pay and check in with your union to make sure your rights as a worker are protected.
- Mayor Delgado – Read a prepared comment on COVID-19 worldwide. COVID-19 has rapidly changes our lives and will continue to do so. Governments have responded so that those that become sick can be treated by our healthcare system. If we don't slow this illness people who could be cared for could die. For most people we will be fine but by reducing our activity to essential activities we are all helping our neighbors who may be at risk. By practicing social distancing such as staying away from non-household members by 6 feet or more, reducing our interactions except for essential activities we will save lives. During this time the City has closed recreation programs, but the city will continue to operate. Public hours will be more limited and or on an appointment basis, but our fire department will respond to our calls and the police will continue patrolling our community. The County health officer as of today has issued a Shelter in Place order, which many of you already know and becomes effective at midnight tonight. The order is similar to ones issued by six other Bay Area counties. All of these orders are similar in that they limit our activity, travel and business functions to only the most essential needs, essential businesses and operations shall remain open. This order does not affect essential government services, which are here to protect us, our health, our safety and our welfare. The goal in all of this it to limit groups congregating together to stop the further spread of the virus. It's not a complete social shutdown, it means stay in your home and don't leave unless necessary for one of the designated exceptions. But of course, you can leave your home for specified reasons to make sure you have what you need for life, such as food and medical supplies. You're also allowed to go outside, take care of pets, go on a walk and just get outside. So as long as you don't congregate in a group and maintain at least 6-feet of distance between you and other people you can do your part by following the directive given to us by the Monterey County Health Officer and we will keep you updated on our website: www.cityofmarina.org sharing what information we have. Although it's natural for all of us to feel concern the city has survived earthquakes and other challenges in the past and we will do so again. Thanked everyone in the community for coming together and doing what we can to help one another.

7. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda for Successor Agency to the former Marina Redevelopment Agency and placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

8. CONSENT AGENDA: *Background information has been provided to the City Council, Airport Commission, Marina Abrams B Non-Profit Corporation, and Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or the City Council may ask a question or make a comment about an agenda item and staff will provide a response. If discussion or a lengthy explanation is required, that item will be removed from the Consent Agenda and placed at the end of Other Action Items.*
- a. ACCOUNTS PAYABLE:
- (1) Accounts Payable Check Numbers 94517-94655, totaling \$694,112.79
Accounts Payable Successor Agency Check Number 43, totaling \$4,392.50
- b. MINUTES:
- (1) March 3, 2020, Regular City Council Meeting
- c. CLAIMS AGAINST THE CITY: None
- d. AWARD OF BID: None
- e. CALL FOR BIDS:
- (1) City Council consider adopting **Resolution No. 2020-24**, approving advertising and call for bids for the Stockade Hazardous Material and Building Removal Project.
- f. ADOPTION OF RESOLUTIONS:
- (1) City Council consider adopting **Resolution No. 2020-25**, approving proposed salary schedule for Associate Planner; authorizing the City Manager to make necessary adjustments to the City's classification and compensation plans, and; authorizing the Finance Director to make necessary budgetary and accounting entries.
- g. APPROVAL OF AGREEMENTS
- (1) ~~City Council consider adopting Resolution No. 2020 , approving a Conditional Airport Use Permit for Monterey Bay Karters to conduct a non-aeronautical go-kart activity on the north tarmac at the Marina Municipal Airport; and authorizing City Manager to execute the Conditional Airport Use Permit on behalf of the City, subject to final review and approval by City Attorney. **Pulled from the agenda by staff**~~
- (2) City Council consider adopting **Resolution No. 2020-26**, amending the construction contract with William A. Thayer Construction of Salinas, California for the change orders required for the Completion of 771 Neeson Road Restaurant Remodel Project, and; increasing appropriations in FY 2019-20 Budget, Airport Capital Projects Fund 460, and; increasing appropriations in FY 2019-20 Airport Operations Fund 555, and; authorizing the Finance Director to make the necessary accounting and budgetary entries, and; authorizing City Manager to execute all contract documents on behalf of the City subject to final review and approval by the City Attorney.

- (3) City Council consider adopting **Resolution No. 2020-27**, authorizing the City manager to sign a master lease agreement with Enterprise, Inc. as a Sourcewell approved contract for the replacement of certain City vehicles subject to final review and approval by the City Attorney; and, consider waiving the City's formal bid process; finding that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest; and, authorize the City Manager to sign a lease for 7 fully outfitted vehicles shown in the report subject to final review and approval by the City Attorney; and, authorize the Finance Director to make necessary accounting and budgetary entries. ***Pulled by Council Member O'Connell, to be heard right after consent items***

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) City receive Monterey-Salinas Transit March 9, 2020 News Release

k. FUNDING & BUDGET MATTERS:

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

Council Member Berkley had questions for agenda items 8e(1), 8f(1), 8g(2) and 8g(3)

8e(1) What is the timeframe and how long will the process take from RFP to the stockade removal?; 8f(1) Range of Salaries based on capacity of applicant, are these number correct?; 8g(2) What caused the increases in the renovations? Will the building be fully ADA compliant then? 8g(3) What is Sourcewell?

Council Member O'Connell pulled agenda item 8g(3) for discussion

DELGADO/URRUTIA: TO APPROVE THE CONSENT AGENDA MINUS 8g(1) WHICH WAS PULLED FROM THE AGENDA AND AGENDA ITEM 8g(3). 5-0-0-0 Motion Passes by Roll Call Vote

Agenda Item 8g(3)

Council Member O'Connell: Page 4, Table 3 – would the depreciation of the vehicle be considered to address the total cost of the vehicle if it were to be purchased? Why is there no column for gas/fuel? Are we paying the residual of the vehicle after we've paid the lease? In a personal lease that person pays for miles upfront, is that same here? In automobile set-a-side account, how do we account for that in the lease process? Are we putting additional monies into the automobile replacement fund to account for the purchase/lease price at the end of the lease? Is the lease pricing coming out of the vehicle fund or out of the general fund? Is there any difference in the insurance coverage expense for a leased vehicle compared to what we own?

BERKLEY/URRUTIA: TO APPROVE RESOLUTION NO. 2020-27, AUTHORIZING THE CITY MANAGER TO SIGN A MASTER LEASE AGREEMENT WITH ENTERPRISE, INC. AS A SOURCEWELL APPROVED CONTRACT FOR THE REPLACEMENT OF CERTAIN CITY VEHICLES SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, CONSIDER WAIVING THE CITY'S FORMAL BID PROCESS; FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILING, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; AND, AUTHORIZE THE CITY MANAGER TO SIGN A LEASE FOR 7 FULLY OUTFITTED

VEHICLES SHOWN IN THE REPORT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND, AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments: None received

9. PUBLIC HEARINGS: None
10. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*
11. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. The public is invited to approach the podium to provide up to four (4) minutes of public comment.*

Note: No additional major projects or programs should be undertaken without review of the impacts on existing priorities (Resolution No. 2006-79 – April 4, 2006).

- a. City Council consider adopting **Resolution No. 2020-28**, receive a report on the City's Annual Audit for the period ending June 30, 2019; and, receive and file the City of Marina Auditor Governance Letter (SAS 114) and Management Letter (SAS 115) for the fiscal year ending June 30, 2019.

Council Questions: What is the recommended amount that we have in our reserve, it's a percentage right? What percent do we put into our emergency reserve fund? Page 6 of the staff report it referred to the tax increment payment to Marina Community Partners, how much money is owed? Same page, it is mentioned \$900k in land assets currently used for ponding basin around the city, what would determine turning our perc-pond into affordable housing? Have you heard any State gestimations or projections about the impact of COVID-19 on the financial stability of cities? should we start looking at where we need to be cutting expenses or anything like that? Page 15, the population shows an increase of about 500 from January 2018 to January 2019, is this a reflection of not very many more people (500) but several new million dollars in taxes? Is that an indication that those increases are not coming from our residential population? Is it true that because we're more dependent more on sales and hotel tax revenue than we used to be that we're more vulnerable in an economic downturn? Since we have \$4.6 million in emergency reserve and another \$7.5 million of unallocated monies that we may need to dip into that severely if we have an economic downturn? If we do have an economic downturn is it your estimate that we'll do fine because of our \$12 million essentially combined reserve? Would it be sensible to consider what the city might do to spend \$30,000 to help businesses or residents with short-term loans or loans that you know will not be paid back or some other support to the city residents? Are you comfortable with the number of employees in the finance department or are you looking at additional employees? Recreation Accountability of Timecards – where are we on the process of time keeping other than New World Systems? Do you see this being a problem for future audits?

MORTON/BERKLEY: TO APPROVE RESOLUTION NO. 2020-28, RECEIVING A REPORT ON THE CITY'S ANNUAL AUDIT FOR THE PERIOD ENDING JUNE 30, 2019; AND, RECEIVE AND FILE THE CITY OF MARINA AUDITOR GOVERNANCE LETTER (SAS 114) AND MANAGEMENT LETTER (SAS 115) FOR THE FISCAL YEAR ENDING JUNE 30, 2019. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Cristina Medina Dirksen – wanted to commend the residents of Marina who voted for the half-cent sales tax as it seems to have put us in a strong position. Short-term loans would help out community. Thank you to the finance department for the diligence in this report and look forward hearing it and seeing where were.
- b. City Council consider adopting **Resolution No. 2020-29**, ratifying a Proclamation of a Local Emergency by City of Marina City Manager Related to Covid-19 (Coronavirus), and discussion and update of current situation and provide staff further direction.

Council Question: how many road projects will be cancelled or are they considered health and safety economically beneficial and will continue? Is everything so far just continuing with the bids/work being done on our streets or has there been a pause? So, the actual road maintenance crews, would they require any change orders in their contracts with the city if safe distancing is causing them to do work slower? So, so far there's no slowdown in actual street work getting done due to COVID-19? Citizen oversight of Emergency Counsel, would entering into contract include employment contracts with our bargaining units? Would employing temporary workers still be subject to meet and confer with city bargaining units? Would this override current contracts with other agencies? When it comes time to make a motion would the council maybe entertain changing the time period that this declaration would run? Page 3 of the original staff report, top of the page "*Be It Further Resolved formalities required by the city by ordinance or other regulations shall be waived where strict hinder or delay the mitigation effect of the emergency*" is that language included in the revised resolution? Is the city doing anything to clean the playground equipment and the things touched by the public?

Berkley/Morton: to approve the revised Resolution No. 2020-29, ratifying a proclamation of a local emergency by city of Marina City Manager related to COVID-19 (coronavirus).

Public Comments:

- Mike Owen – Commented about receiving an email from CDD about the Planning Commission reviewing the elimination of 50 trees along CDAC Hill without going through the tree committee because the tree committee didn't exist in 2005, which was puzzling because he attended all the Tree Committee meetings in 2005. Not as confident about this provision being abused because I see the Planning Commission is still having meetings and as far as I know the staff has not responded to the emails that I have forwarded to you saying that the Tree Committee didn't exist in 2005 and if they continue to go to the Planning Commission and they pass this then I'm asking to appeal it to the Council. Wondered if the process for appealing is like one of the items that is no longer available with this motion. A year ago, there was talk about doing away with the DRB and Tree Committee. Not really confident about these sub-committees being reactivated after this emergency process goes through. Has no objection as long as a stay in place measure continues with just having a consent approval by council to continue this emergency council nut once that period gets over where it's no longer stay in place I really hope that when it comes back to council it's actually a discussion and not just a consent item. If we're going to have reduced council meetings and public input and there's only room for 10-people that possibly you'll consider allowing more than four minutes for public comment during this emergency situation.
- Cristina Medina Dirksen – Concerned about this council because in the spirit of transparency I think people want answers, they want to know what's going on. I know it's on the website but hopes there would be a little bit more input from the public and if people have questions who should they direct them too? I think barricades need to happen or something at our parks because

having kids at a park is like being in a candy store and can't eat candy. That has a potential to cause problems and who's going to police the parks? What will happen if people are seen on the playground equipment? Use of city facilities, what plan is in place to offer use a city facility for distribution centers, or even public use if there's some ability to babysit kids? Thinks there need to be more information pushed out. What resources are you using to communicate? Are you all talking on NextDoor? Are you doing Huddle? I would be happy to be point person as my role as a block captain and as community organizers we have access to volunteers, phone lists, email lists and urge you to push information out to the public because we want and need to know.

Council Member Urrutia wondered if the maker of the motion would consider as a friendly amendment include *"that at each regularly scheduled Council meeting the City Manager provide us a list of the actions the Emergency Council took under the emergency powers"* that we're granting them just so that as members of the Council also the public could sort of know what's changes if anything.

Council Member Berkley and Mayor Pro-Tem Morton accepted that friendly amendment.

Final Motion

BERKLEY/MORTON: TO APPROVE THE REVISED RESOLUTION NO. 2020-29, RATIFYING A PROCLAMATION OF A LOCAL EMERGENCY BY CITY OF MARINA CITY MANAGER RELATED TO COVID-19 (CORONAVIRUS); AND THAT AT EACH REGULARLY SCHEDULED COUNCIL MEETING THE CITY MANAGER PROVIDE US A LIST OF THE ACTIONS THE EMERGENCY COUNCIL TOOK UNDER THE EMERGENCY POWERS. 5-0-0-0 Motion Passes by Roll Call Vote

- c. ~~City Council's consideration of a request by the Dawal Management Group to provide assistance with the construction of a second hotel next to the Marriott Springhill Suite and provide direction to staff.~~ ***Pulled from agenda***
- d. ~~City Council consider placing on a future agenda a ballot measure setting forth the modifications necessary to remove the existing flaws to the Marina Municipal Code Title 19 entitled Commercial Cannabis Activities. [O'Connell] Step One of Two Step Process.~~ ***Pulled from the agenda***
- e. City Council discussion and possible direction concerning placement on a future Council agenda to enact an emergency ordinance to protect renters and prevent eviction or rent increase of those who been adversely effected by loss of work or income due to the corona virus in the City of Marina [Berkley] *Step One of Two Step Process.*

Council Member Berkley: Would like to consider place an urgency ordinance on a future agenda to protect renters from evictions or rent increases for those how have adversely been affected by the loss of work or income due to COVID-19. 50% of our residents works within the hospitality and tourism business and 60% are renters who live paycheck to paycheck. In our city we have 127 children who qualify for assistance under the McKinley-Vento Education for Homeless Children and Youth Program. Thinks we should see how we can help our residents. Other areas that I'm looking at how we can help is perhaps through GreenWaste or the local Cable TV. Concerned about business licenses and the suspension and or extensions of payment or payment plans for city permits and license. Thinking maybe for a period of six (6) months that we put this in place and that it be retroactive from March 1st.

Council Questions: Is there added value by the city doing something similar to what the County did today on prohibitions evictions and rent increase? If everyone protected under the County's Emergency Order from evictions or rent increases due to COVID-19? Is there a timeframe on that (County's Emergency Order)? How quickly can we get something in place? Would we need a separate ordinance to deal with city permits and such for small businesses?

Berkley/Urrutia: To direct city attorney to work with myself (Lisa Berkley) to review and write a draft ordinance to bring back to council.

Amended Motion:

BERKLEY/URRUTIA: TO ESTABLISH AN AD-HOC COMMITTEE OF TWO PEOPLE, MYSELF AND COUNCIL MEMBER URRUTIA TO WORK WITH THE CITY ATTORNEY TO BRING BACK AN URGENCY ORDINANCE AS SOON AS HUMANLY POSSIBLE TO ADDRESS RENT INCREASE, AND EVICTIONS IN THE CITY OF MARINA AS WELL AS LOOKING INTO BUSINESS LICENSE FEES OR OTHER PUBLIC SERVICES TO HELP THOSE ECONOMICALLY HURT; AND MONITOR AND COORDINATE WITH THE EFFORTS OF THE COUNTY AND STATE; AND HAVE THE OPPORTUNITY TO BRING IN EXTERNAL COUNSEL. 5-0-0-0 Motion Passes by Roll Call Vote

Public Comments:

- Cristina Medina Dirksen – Commented that establishing what businesses, also take into effect that you have businesses that have high sales that might be taking a hit later on with whatever happens to their business in terms of them hitting a larger point but may have sustained loses later on with their employees or things outside their control.

12. COUNCIL & STAFF INFORMATIONAL REPORTS:

- a. Monterey County Mayor's Association [Mayor Bruce Delgado]

The Mayor's Association met in Sand City last month.

- b. Council and staff opportunity to ask a question for clarification or make a brief report on his or her own activities as permitted by Government Code Section 54954.2.

Council Member O'Connell – MST Board with the cooperation of MPC Board were able to pass a free-pass for MPC students anywhere in the County, all they have to do is show a student ID.

Mayor Delgado – Marina Earth Day event is cancelled; Famers Market will remain open on Sunday's because it's considered an essential business offering food.

13. ADJOURNMENT: The meeting adjourned at 9:10PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor

March 31, 2020

Item No: **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH HDL COMPANIES NOT TO EXCEED \$50,000 TO PROVIDE
CANNABIS PROGRAM APPLICATION REVIEW, TAX AUDITS,
COMPLIANCE INSPECTIONS, BACKGROUND CHECKS, AND
SUBJECT MATTER EXPERTISE AND TECHNICAL SUPPORT**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

On November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for such Businesses within the City of Marina. The voter initiative established Chapter 19 of the City of Marina Municipal Code (MMC), titled the City of Marina Commercial Cannabis Activities ordinance, and made amendments to MMC Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning. Per the voter initiative, these municipal code additions and amendments took effect on April 1, 2019.

On February 5, 2019, the City Council approved an Agreement with Hinderliter, De Llamas & Associates, Inc. (dba HdL) to provide cannabis program subject matter expertise, to develop and manage the process to select review cannabis business applications, to provide inspection compliance services and to conduct a cost recovery study for the creation of application fees. This agreement expired on February 5, 2020.

ANALYSIS:

The City opened a cannabis business application submittal period between April 8th and June 7th of 2019. During that period twelve retail cannabis applications and two non-retail cannabis applications were submitted. Applications received during this period were first reviewed by HdL for compliance with the City's Cannabis Business Activity Ordinance. Scores were issued for the first review and second (final) review. Applicants were then allowed to combine their application with other applicant's application to maximize points through supplementing strengths and weaknesses of each other. The final scores following this Amend and Combine Period were then issued, and applicants were notified that they could now apply to the Planning Division for their Cannabis Conditional Use Permit.

A total of four applications were submitted for the Cannabis Conditional Use Permit. These applications will be heard by the Planning Commission soon. The Planning Commission will make a recommendation to the City Council regarding the awarding of the Cannabis CUPs. The City Council is not the final step in the cannabis business permitting processes though. The next steps will be for building permits to be obtained and inspection services performed for both building permits and compliance with CA law on cannabis businesses. Once open for business, an annual compliance inspection will need to be performed and an annual audit of tax receipts will need to be completed. For these reasons, ongoing assistance and staff augmentation from HdL is requested.

The attached contract and proposal from HdL details the scope of cannabis program services HdL will provide to the City of Marina to assist in continuing to review new submitted cannabis business applications, background checks, inspection services of licensed cannabis businesses, cannabis tax auditing, and ongoing subject matter expertise to assist in day to day operations. Under the scope of work, if requested by the City, HdL will also provide a review of the existing ordinance and make recommendations for cleanup text changes that can be proposed for a new ballot initiative. (**“EXHIBIT A”**)

HdL has a team of knowledgeable professionals who have direct experience in the implementation of Cannabis Regulatory Programs including developing applications, application rating systems, reviewing applications for compliance with rules and regulations, performing facility inspections conducting compliance and financial audits, and developing application fees to ensure that the City recovers the costs of reviewing materials and conducting hearings before the Planning Commission and City Council. The scope of services includes:

- Cannabis business application review
- Pre-license site visits
- Cannabis tax audits
- Regulatory compliance inspections
- Supplemental background checks
- Subject matter expertise and technical support

HdL’s proposal is based on time, materials and travel expenses associated with the execution of these type services. Final scope of services will be determined after the consultant is engaged. The contract is for a not to exceed amount of \$50,000.

As noted in page 7 of the HdL proposal, all fees are 100% cost recoverable through the cannabis application and license process, with the exception of worked performed under Objective 6. Objective 6 encompasses the provision of HdL technical expertise relating to program implementation (not related to a specific application) and potential ordinance recommended revisions.

FISCAL IMPACT:

With the exception of City authorized HdL technical expertise services outlined in Objective 6 of the proposal, there will be no additional cost to the General Fund. The \$50,000 cost of HdL services, except Objective 6, will be recovered 100% from the applications and licenses charged to those businesses involved in the cannabis application and license process.

CONCLUSION:

Adopting Resolution No. 2020-, will authorize the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HINDERLITER, DE LLAMAS & ASSOCIATES, INC. (dba HdL) NOT TO EXCEED \$50,000 TO PROVIDE CANNABIS PROGRAM APPLICATION REVIEW, TAX AUDITS, COMPLIANCE INSPECTIONS, BACKGROUND CHECKS, AND SUBJECT MATTER EXPERTISE AND TECHNICAL SUPPORT

WHEREAS, on November 6, 2018, the citizens of the City of Marina passed an Ordinance allowing Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina, Amending Title and Chapter Establishing Cannabis Business Activities as a Use Allowed Subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety and Welfare; and,

WHEREAS, on February 5, 2019, the City Council approved an Agreement with Hinderliter, De Llamas & Associates, Inc. (dba HdL) to provide cannabis program subject matter expertise, to develop and manage the process to review cannabis business applications, to provide inspection compliance services and to conduct a cost recovery study for the creation of application fees. This agreement expired on February 5, 2020; and,

WHEREAS, HdL has a team of knowledgeable professionals who have direct experience in the implementation of Cannabis Regulatory Programs including developing applications, application rating systems, reviewing applications for compliance with rules and regulations, performing facility inspections conducting compliance and financial audits, and developing application fees; and,

WHEREAS, HdL's proposal is based on time, materials and travel expenses associated with the execution of these type services. The contract is for a not to exceed amount of \$50,000; and,

WHEREAS, HdL fees are 100% cost recoverable through the cannabis application and license process, with the exception of worked performed under Objective 6. Objective 6 encompasses the provision of HdL technical expertise relating to program implementation (not related to a specific application) and potential ordinance recommended revisions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Marina does hereby

1. Adopt Resolution No. 2020-, authorizing the City Manager to execute a contract with HdL Companies not to exceed \$50,000 to provide cannabis program application review, tax audits, compliance inspections, background checks, and subject matter expertise and technical support, subject to final review and approval by the City Attorney.
2. Authorize Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
AGREEMENT FOR CONSULTANT SERVICES**

Cannabis Management Program

THIS AGREEMENT is made and entered into on April 7, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Hinderliter, De Llamas & Associates, a California corporation, dba HdL Companies, hereinafter referred to as the "Consultant." City and Consultant are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. At the November 6, 2018 General Municipal Election, the citizens of the City of Marina enacted an ordinance entitled "An Ordinance of the People of the City of Marina Allow Cannabis Business Activity and Establishing Taxes and Fees for Such Businesses within the City of Marina, Amending Title and Chapter Establishing Cannabis Business Activities as a Use Allowed Subject to a Use Permit in Specified Zones and Establishing Uses to Protect Public Health, Safety and Welfare" (the "Ordinance").
- B. Said Ordinance went into effect on April 1, 2019.
- C. The use, sale, and possession of cannabis over 0.3% Tetrahydrocannabinol in the United States is illegal under federal law.
- D. The regulation, compliance, taxation of cannabis, and an ongoing evolution of the State of California's Medical Cannabis Regulation and Safety Act (MCRSA) and Proposition 64, Adult Use Marijuana Act (AUMA) and State regulations implementing these initiatives, are complex and filled with challenging issues.
- E. On May 17, 2019, City and Consultant entered into an Agreement for Consultant to provide Cannabis Manage Program services on a time and materials basis for a not to exceed cost of \$49,500 to be funded 100% from the applications and licenses charged to applicants for cannabis licenses, including developing applications, an application ratings system, reviewing applications for compliance, performing facility inspections, conducting compliance and financial audits and developing application fees to ensure the City recovers the cost of reviewing materials and conducting hearings before the Planning Commission and City Council. That Agreement terminated on February 5, 2020.
- F. City desires to again retain Consultant to provide subject matter expertise and technical support for ongoing implementation and monitoring of the City's cannabis program including continued application reviews, annual financial audits and compliance inspections of cannabis businesses, pre-license site visits, supplemental background checks and up to 20 hours of general consulting as needed hereinafter referred to as the "Project."
- G. Consultant represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- H. City desires to again retain Consultant to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Consultant agree to the following terms and conditions:

1. Scope of Work.

(a) Consultant is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Consultant, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Consultant shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Consultant shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Consultant in writing within sixty days of discovery. Should Consultant fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Consultant shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Consultant is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Consultant and will furnish all information data, records and reports existing and available to City to enable Consultant to carry out work outlined in Exhibit "A." Consultant shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Consultant which were furnished to the City by a third party. Consultant shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Consultant by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on May 31, 2021, unless extended by amendment or

terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Consultant by the person or persons authorized to bind the Consultant hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Consultant shall commence work on the Project upon the date of full execution of this Agreement. This Agreement may be extended upon written agreement of both parties. Consultant may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Consultant under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Consultant in an amount not to exceed Fifty Thousand dollars (\$50,000.00) in accordance with the provisions of this Section and the Fee Schedule attached hereto in Exhibit A and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Consultant of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Consultant will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Consultant shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Consultant shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit A.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Consultant in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Consultant.

(f) There shall be no charge for transportation within Monterey, Santa Cruz and San Benito Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Consultant at the time of termination may be adjusted to cover any additional costs to the City because of the Consultant's default. If after the termination for failure of Consultant to fulfill its contractual obligations, it is determined that the Consultant had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Consultant. Not later than the effective date of such termination or suspension, Consultant shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Consultant or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Consultant relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Matt Mogensen, Assistant City Manager who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Consultant designates David McPherson, Cannabis Services Director as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Consultant warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Consultant, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Consultant has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: David McPherson, Compliance Director; Matt Eaton, Cannabis Compliance Director; Tim Cromartie, Senior Policy Advisor; Christin Altringer, Audit Manager, Mark Lovelace, Senior Policy Advisor; Kami Miller, Senior Compliance Inspector, Elizabeth Eumurian, Senior Auditor; Michelle Shaw, Compliance Inspector, and Alfredo Marquez.

6. Delegation of Work.

(a) If Consultant utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Consultant in performing the services under this Agreement, Consultant shall obtain City's prior written approval to such employment. Consultant's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Consultant will be fully responsible and liable for payment for, administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Consultant shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Consultant may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Consultant undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Consultant that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Consultant's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Consultant, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Consultant agrees that all

copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Consultant shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Consultant shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Consultant makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Consultant shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Consultant, Consultant makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Consultant's deliverables is waived against Consultant unless City has given Consultant prior written notice of the changes and has received Consultant's written consent to such changes.

10. Conflict of Interest.

(a) Consultant covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interest of the City in any discussion or negotiation with cannabis business applicants or permittees, and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

(b) City understands and acknowledges that Consultant may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Consultant may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Consultant shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Consultant shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), sexual orientation, medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Consultant shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Consultant shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) To the full extent permitted by law, except as stated in Subsection (b) below, Consultant shall indemnify, immediately defend (with independent counsel reasonably acceptable to the City) and hold harmless the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against any claim, loss, damages, penalty, fine and judgment, associated investigation and administrative expense, and defense cost including but not limited to reasonable attorney's fees, court costs, expert witness fee and cost of alternate dispute resolution (in the singular "Liability" and collectively "Liabilities"), where same arise out of the performance of this Agreement by Consultant, its officers, employees, agents and sub-contractors. The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify and Consultant shall be obligated to defend in all legal, equitable, administrative or special proceedings encompassed by the scope of Consultant's duty to defend and indemnify upon tender to the Consultant of any claim in any form or at any stage of an action or proceeding, whether or not liability is established and the obligation extends through final judgment including exhaustion of any appeals.. The Consultant's obligation to indemnify applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) Nothing in this Agreement constitutes advice by Consultant to the City to violate any existing law. The scope of Consultant's duty to defend and indemnify the City shall not extend to: (1) Liability arising directly or indirectly out of the City's adoption or its application of the provisions of the Ordinance allowing cannabis business activity including, but not necessarily limited to, the commercial sale or the consumption of cannabis or cannabis containing products; or (2) Liability arising directly or indirectly out of the discretionary acts of the City or the acts of any City appointed or elected official or

City employee in reviewing, rejecting, granting, or denying an application or permit for cannabis business activity, unless in either circumstance, the City decision was reliant upon information negligently provided or omitted by Consultant..

(c) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve Consultant from its separate and distinct obligation to defend City. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance or subject matter of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Consultant has agreed to provide an immediate defense to any Indemnified Party, as provided above, Consultant, upon notice from the City, shall defend the Indemnified Party at Consultant's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Consultant may submit a claim to the City for reasonable defense costs (including attorney's and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) This obligation to indemnify and defend, as set forth herein, is binding on the successors, assigns, or heirs of Consultant and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Consultant's indemnification of the City, Consultant agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "B" "Insurance" attached hereto and made a part hereof. Consultant shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Consultant's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Consultant ninety days advance written notice of such change. If such change should result in substantial additional cost of the Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Consultant.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Consultant's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Consultant's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Consultant.

(e) By signing this Agreement, Consultant hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Consultant, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for work or services provided under this Agreement.

16. Claims for Labor and Materials. Consultant shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Consultant agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Consultant shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) Consultant represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance (Title 5 of the Marina Municipal Code) for which a business license tax is prescribed and assessed at the rate of two-tenths percent (0.002) of gross receipts, in accordance with the provisions therein. For the term covered by this Agreement, the Consultant shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or by certified mail, postage prepaid with return receipt requested, addressed as follows:

To City:	City Manager City of Marina City Hall 211 Hillcrest Avenue Marina, California 93933
----------	--

To Consultant: Andrew Nickerson
 President
 HdL Companies
 120 South State College Blvd, Suite 200
 Brea, CA 92821

Notice shall be deemed effective on the date personally delivered or if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Consultant.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Consultant nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Consultant's or the City's control except that an economic downturn of any type shall not be a justifiable cause for the failure to meet their respective obligations under this Agreement. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Consultant and the City by their duly authorized representatives, have executed this Agreement, on the dates set forth below.

CITY OF MARINA

HdL COMPANIES

By: _____

Name: Layne Long

Its: City Manager

Date: _____

Attest: (Pursuant to Reso: 2020 - _____)

By: _____

Name: Andrew Nickerson_____

Its: President_____

Date: _____

By: _____

Anita Shepherd Sharp
Deputy City Clerk

Approved as to form:

By: _____

Robert W. Rathie
For the City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK –

**Insert HdL's Proposal for Cannabis Management Services
Dated March 24, 2020**

[Include Work Schedule if required.]

DRAFT

A-1

Exhibit B - Insurance

Consultant agrees to provide insurance in accordance with the requirements set forth herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Consultant and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Consultant's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Consultant's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

General liability insurance coverage shall be at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for general liability, bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Consultant must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Consultant shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a “drop down” provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Consultant owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Consultant has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Consultants having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee “As Its Interest May Appear” in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Consultant's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Consultant is working as a licensed professional. Consultant shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Consultant and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Consultant, Consultant's employees, or agents from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

g) Consultant's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carried authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Consultant shall provide proof of the carrier's A-V rating to the City.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant.

i) Consultant agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Consultant's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Consultant agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Consultant agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Consultant agrees to require that no contract used by any subcontractor, or contracts Consultant enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Consultant agrees that upon request, all agreements with subcontractors or others with whom Consultant contracts with on behalf of City will be submitted to City for review. Consultant acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Consultant is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Consultant agrees to provide immediate notice to City of any claim or loss against Consultant that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Consultant agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Consultant conducts operations of any type on behalf of City. Consultant warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Consultant.

p) Consultant agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Consultant's statutory immunity under workers' compensation or similar statutes.

r) Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Consultant and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Consultant shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.

City of Marina

Cannabis Management Services

March 24, 2020

HdL[®] Companies

SUBMITTED BY

HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT

David McPherson
T: 714.879.5000
E: dmcpherson@hdlcompanies.com

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I. LETTER OF TRANSMITTAL

March 24, 2020

Matt Mogensen
Assistant City Manager
City of Marina
(831) 884-1240
Mmogensen@cityofmarina.org

Re: Proposal for Cannabis Management Services

Dear Mr. Mogensen,

Thank you for the opportunity to submit this proposal to provide ongoing assistance with ongoing implementation and monitoring of the City's cannabis program. The enclosed scope of services provides for continued application reviews, annual financial audits and compliance inspections of cannabis businesses, pre-license site visits supplemental background checks of all owners, managers and employees, and additional general consulting as needed.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Marina in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

On November 6, 2018, the citizens of the City of Marina approved a ballot measure to allow commercial cannabis businesses within the City and to establish taxes and fees for such businesses. The measure established Chapter 19 of the City of Marina Municipal Code (MMC), titled the City of Marina Commercial Cannabis Activities ordinance, and makes amendments to MMC Chapter 5 Business Taxes, Licenses and Registrations and Chapter 17 Zoning. The measure took effect on April 1, 2019 and provided the regulatory framework for the City's cannabis program.

The City's ordinance allows up to 6 retailers and an unlimited number of other cannabis business types. Cannabis retailers may be in any combination of not more than 3 medicinal retailers and not more than 3 adult-use retailers. A single business that conducts both medicinal and adult-use sales would count as 1 medicinal retailer and 1 adult-use retailer for purposes of the 6-retailer maximum.

On February 5, 2019, the City Council approved a contract with HdL Companies to assist the City with implementation of its cannabis program, including designing an application process for cannabis businesses, conducting application reviews and interviews, and developing cost-recovery fees. The City accepted cannabis business applications from April 8th to June 7th, 2019 and received 12 applications for retailers. Of these, 5 are now in the permitting process. The City is also in the process of permitting and processing 3 non-retail businesses, including 1 manufacturer and 1 cultivator.

The City is now requesting that HdL provide a proposal which includes the following services:

- Continued application review services for any additional non-retail applications that may be received. These applications would be reviewed on a quality assurance basis, only, to ensure they meet a minimal standard and comply with all State and local laws. The review process would not include applicant interviews.
- Pre-license site inspections of cannabis businesses, accompanied by Police Department and Fire Department representatives, to ensure that all physical State and local cannabis site requirements have been met before the business is issued its occupancy permit.
- One annual financial audit of each cannabis business to ensure that the business is properly reporting all gross receipts and remitting the appropriate amount of cannabis tax to the City.
- One site inspection annually of each permitted cannabis business, accompanied by Police Department and Fire Department representatives, to ensure that all cannabis-specific operational requirements are being properly followed and addressed.
- Supplemental background checks of all owners, managers, principals or employees of cannabis businesses.
- Up to 20 hours of general consulting in the form of technical assistance or subject matter expertise, to be used as needed or requested by the City.

Objective 1: Application Reviews

HdL will provide application review services for any non-retail applications that may be received by the City. HdL staff will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. This initial screening shall allow for some limited discretion in determining whether submitted documents are substantively complete but shall not otherwise consider the quality of the submissions.

Applications deemed complete will move forward for a full review. These applications would be reviewed on a quality assurance basis, only, to ensure they meet a minimal standard and comply with all State and local laws. An applicant's point score shall be based on their demonstrated ability to meet or exceed minimum requirements in each category.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall be adequately detailed to inform the City's final approval process but shall not contain any recommendations for approval or denial, other than a numerical score.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

Objective 2: Pre-License Site Visits

HdL shall conduct a pre-license site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall verify all interior and exterior physical site security requirements have been addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector will be accompanied on the site inspection by representatives from the Police Department and Fire Department.

The cost for this service includes an initial site-plan review and report, coordination and arrangements with the business and other agencies, 2-hour site visit, post-inspection report, all travel costs and any follow up.

Objective 3: Cannabis Tax Audits

HdL will conduct an annual financial audit to verify the accuracy of the revenue reported to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the process, HdL will conduct a risk based analytical review of the business using the proprietary Cannabis Analytical Tracking Solution (CATS™) program to ensure there is no diversion of product or cash. Our unique audit approach allows us to identify if a cannabis operator is under-reporting its taxes or diverting product from its facility. HdL audit staff will also use information gathered as part of the onsite

inspection to assist with the financial audit.

HdL will help the City prepare a notification letter to send to the business to start the audit. The letter will contain pertinent information about the audit, including a list of the records requested and a request for access to the business' point of sale system. HdL recommends the notification letter be sent by the City to encourage cooperation from the business and communicate HdL's authority to conduct the audit. The audit shall include:

- Gross receipts verification
- Risk based CATS™ Analytic Review
- Inventory review (subject to access to the track and trace system)
- POS data entry requirements review
- Preparation and issuance of report
- Exit conference with the City

HdL will provide a draft audit report to the commercial cannabis business. The business will be given appropriate time to respond or appeal the report in accordance with the ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax assessment as necessary prior to issuing the final report to the City.

Objective 4: Regulatory Compliance Inspections

HdL will conduct one (1) on-site compliance inspection annually for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee. The HdL inspector will be accompanied by representatives from the Police Department and Fire Department.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- 2-hour on-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Product safety
 - Alarm system maintenance and safety
 - Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records

- Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
- All travel costs associated with the inspection
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 5: Supplemental Background Checks

HdL is qualified to provide background checks of all owners, principals, managers and employees of cannabis businesses. Our background checks supplement and expand upon the State-required Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff, plus a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city logo which meets all State regulatory requirements.

Objective 6: Subject Matter Expertise and Technical Assistance

HdL shall provide up to 20 hours of general consulting in the form of technical assistance and subject matter expertise to be used on an as-needed basis at the City's request. Such assistance may be used for assistance with implementation of the program or for any other purpose, including revisions to the City's ordinance, monitoring of changes to State laws and regulations, understanding of the industry, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public or other issues yet to be determined, as requested by the City.

III. COST

The proposed services are broken down into specific line items in the cost table below. HdL's fees are based on time, materials and travel-related expenses associated with the execution of the services.

The hours and costs in the table below do not include any additional items that are not contemplated by this scope of services. Among these are review of any supplemental application materials and assistance with any appeal of any City permitting or enforcement action. Any additional services requested by the City will be billed at HdL's hourly rate. Prices are valid for 90 days from March 24, 2020.

Scope of Service Objectives	Estimated Cost
Objective 1: Application Reviews¹ Review applications on a quality assurance basis to ensure compliance with State and local laws.	\$2,500 per applicant
Objective 2: Pre-License Site Visit¹ Includes site-plan review, agency coordination, site visit, travel costs, post-inspection report and any follow up	\$1,600 per inspection
Objective 3: Cannabis Tax Audits¹ Conduct an annual financial audit of each cannabis business	\$6,000 per business per year
Objective 4: Regulatory Compliance Inspections¹ Assumes one (1) on-site compliance inspection annually	\$1,250 per business per year
Objective 5: Background Checks (initial)¹	\$300 owner/manager \$100 employee
Background Checks (renewal)¹	\$100 owner/manager \$75 employee
Objective 6: Subject Matter Expertise and Technical Assistance Assumes 20 hours per year to be used as needed by the City.	\$6,000
Additional Travel Costs as Needed	\$600 per site visit
ANNUAL COST PER BUSINESS All other costs are variables that cannot be estimated.	\$7,250
¹ Costs are recoverable from each business or applicant	

Alternate Schedules for Audits and Compliance Inspections

This proposal provides for HdL to provide one (1) financial audit and One (1) compliance inspections per year for each cannabis business. HdL is able to provide these services in other combinations or at other frequencies as may be requested by the City. The combined cost for these alternate schedules is shown below.

Combined cost per business:

- A.** Conduct one (1) financial audit annually for each permit at a rate of \$6,000.
- B.** Conduct one (1) compliance review annually for each permit at a rate of \$1,250.
- C.** Conduct one (1) financial audit and one (1) compliance review annually for each permit at a rate of \$7,250.
- D.** Conduct one (1) financial audit and two (2) compliance reviews annually for each permit at a rate of \$8,500.
- E.** Conduct one (1) financial audit and three (3) compliance reviews annually for each permit at a rate of \$9,750.
- F.** Conduct one (1) financial audit and four (4) compliance reviews annually for each permit at a rate of \$11,000.

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 46 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 16,000 cannabis compliance inspections and investigations in Colorado, California and Nevada.

Key Personnel

David McPherson, Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 8 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Concord and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, Deputy Compliance Director

Matt Eaton is the Compliance Deputy Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 29 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews which included regulatory and financial investigations. In addition, he is a subject matter expert on track and trace systems. He understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and currently maintains a Colorado Post Certificate. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Tim Cromartie, Senior Policy Advisor

Tim Cromartie is a Senior Policy Advisor at HdL, in which his primary role is providing policy expertise related to cannabis regulatory and tax policies at the state and local level. Prior to joining HdL, Tim served as the legislative representative covering public safety issues for the League of California Cities since 2013, with a heavy emphasis on shaping legislation governing state and local regulation of marijuana. He has been actively involved in educating cities on changes in the law resulting from the Medical Cannabis Regulation and Safety Act, as well as Proposition 64, the Adult Use of Marijuana Act. When these two Acts were merged into a single regulatory structure in 2017, Tim successfully advocated for clarification of local government's regulatory and enforcement authority in the cannabis context, and for related environmental safeguards in cultivation operations, protections against over-concentration of businesses, regulation of testing labs, and the inclusion of fire safety standards and a definition of volatile solvents in state law governing cannabis manufacturing operations. Since then he has been engaged in educating local governments on the more recent Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), as well as advocating for a reduction in the cumulative state tax rate for cannabis, improvements in the state's track-and-trace program, and the restoration of a statewide cultivation cap.

Prior to the League, he held a variety of positions in the Legislature and state government, including legislative representative for CalPERS Governmental Affairs, legislative director and public safety consultant to former state Senator Gloria Romero, and field representative for Congresswoman Barbara Lee during her term in the state Senate. Mr. Cromartie holds degrees from the University of California at Berkeley (B.A. Political Science) and UC Hastings College of the Law. Tim is an ardent aviation buff and a member of the California Aerospace Museum at the site of the former McClellan Air Force Base in Sacramento.

Christina Altringer, Audit Manager

Christina Altringer is the Audit Manager at HdL. Her primary role is to oversee the audit staff, conduct forensic audits, review staffs reports, and be the point person to work directly with client cities and counties as it pertains to financial audits. In addition, she is responsible for managing and developing the data intelligence CATS™ program. Furthermore, in preparation of conducting forensic audits she also prepares Tax Analytical Remittance Report (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Kristina previously worked as a Forensic Accountant for the Federal Bureau of Investigation (FBI). In this role, she investigated alleged violations of federal and state laws for bribery and kickbacks, corruption, money laundering, white collar and health care fraud as well as drug trafficking. She also conducted blockchain analysis for virtual currency transactions. Prior to working with the FBI she worked at a Public Accounting firm as a Certified Public Accountant.

She earned her Bachelor of Science degree in Accounting from Minnesota State. Christina is also a Certified Public Accountant and a Certified Fraud Examiner.

Mark Lovelace, Senior Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first-ever six-County regional summit on cannabis issues in 2015 which resulted in the North Coast Counties Marijuana Policy Statement. His work and input were pivotal in guiding the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, state legislators, the Department of Justice, members of Congress and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and cannabis industry groups.

Mark received his Bachelor of Science degree in Industrial Design from California State University, San Jose. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Kami Miller, Senior Compliance Inspector

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

Elizabeth Eumurian, Senior Auditor

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

She earned her Bachelor of Arts degree in History from California State University, Concord. She has also received a certificate in CannaBusiness from Oaksterdam University.

Michelle Shaw, Compliance Inspector

Michelle is a Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Alfredo Marquez, Senior Auditor

Alfredo Marquez is a Senior Auditor at HdL. His primary role is to conduct financial audits. Alfredo previously worked for Teledyne Technologies analyzing risk assessments for acquiring new businesses and various units in the organization. In this role he worked with people at various levels in the organization and successfully conducted financial, Sarbanes Oxley and compliance audits across North America, Latin America, Europe, and Asia. Alfredo has recently done work for Cotati, Cloverdale, Desert Hot Springs, Mammoth, Perris, and Vallejo. He earned his Bachelor's Degree in Accounting from the University of La Verne.

V. REFERENCES

City of Modesto

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City of Watsonville

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City of Desert Hot Springs

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City of Port Hueneme

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City of Vallejo

Joanna Altman
Assistant to the City Manager
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Email: joanna.altman@cityofvallejo.net

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND WALLACE GROUP, INC. FOR PROGRAM MANAGEMENT, ON-CALL DESIGN, ON-CALL CONSTRUCTION MANAGEMENT, AND CONSTRUCTION INSPECTION SERVICES FOR PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM (CIP) AND AIRPORT CAPITAL IMPROVEMENT PROGRAMS (ACIP), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

REQUEST:

It is requested that the City Council:

1. Adopt Resolution No. 2020-, approving professional services agreements between the City of Marina and Wallace Group, Inc. for program management, on-call design, and on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP), and;
2. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The City Council approved a two-year CIP and ACIP on June 18th, 2019. Program appropriations in the FY 19-20 and FY 20-21 budgets brings the CIP to \$58,923,848 in 35 projects and the ACIP to \$5,007,993 in 16 projects.

The City regularly enters into various professional services contracts during the course of business to support delivery of capital improvements. A program management services contract with a consulting firm is one method to increase the capacity for managing and delivering capital improvements.

On November 19th, 2019, the City Council approved Resolution 2019-123 authorizing the release of a Request for Qualifications for program management and on-call professional services. On December 23rd, 2020 Staff issued a Request for Qualifications for firms to submit their qualifications to provide professional service supporting the delivery of capital improvements. Staff received Statements of Qualifications from five firms on February 3rd, 2020. Staff reviewed and ranked the qualifications submitted and selected three of the firms to make presentations during interviews which were held on February 24th, 2020. The interview panel comprised of staff and a member of staff for the Transportation Agency for Monterey County. References for each of the firms were contacted after the interviews and Wallace Group scored the highest based upon their qualifications, interview presentation, and favorable references.

ANALYSIS:

The City is currently faced with a significant backlog of CIP and ACIP projects. Projects in the CIP and ACIP represent 13 of the 58 priorities identified by the City Council for the next two fiscal years. Delivery time for projects has varied depending upon the environmental, technical, and fiscal challenges that each project can face. To a large extent, these challenges are subject to processes that project managers have some, but often little control over. Another challenge though, is getting enough time to pay attention to each project. This is a challenge that we can take more control over.

Staff opened the recruitment of an Associate Engineer to increasing project delivery staffing. The recruitment resulted in only two applicants which resulted in interest by one of the viable candidates who ultimately decided to remain with their current employer. Staff reaches out to other engineering professionals in other agencies and private firms who are all having a hard time filling much needed positions.

Program management is another option for the City to increase project management and delivery capacity. Wallace Group is able to provide a program manager the is committed to 30 hours per week to manage the delivery of projects. They also have additional project managers available to ramp up delivery as needed. The program manager will also be able to utilize existing on-call contracts that the City has in places by acting as an agent for the City.

Staff is recommending that the City enter into on-call agreements with Wallace Group to provide construction management and construction inspection services as well as design services. Actual costs for construction management and construction inspection services will not be known at the outset of the program management contract. As projects progress through design and approach construction, the effort to manage and inspect projects will be defined and services will be provided through a work order issued under the on-call contract. There may also be economies to be realized through the Wallace Group performing design on smaller projects.

The Wallace Group met with staff to review the scope of 16 of the projects in the Capital Improvement Program and 9 projects in the Airport Capital Improvement Program representing \$14,714,701 in approved funding (see list of projects attached as **“EXHIBIT A”**). The stockade demolition is included in the projects to be managed by the firm. Projects that were selected did not include major projects already being managed by existing staff or grant funded projects that have specific requirements for solicitation of services.

The Wallace Group submitted a scope of services which is attached as **“EXHIBIT B.”** The estimated cost to manage the delivery of the identified projects is a not-to-exceed \$703,696 which is 4.8 percent of the budget for the projects. Program management is typically estimated to require between 5 and 7 percent of a projects budget.

Staff recommends that the contract terms be set to expire on June 30, 2023 with the option to extend for an additional one year. The not-to-exceed limit for the program management services contract will be \$703,696 (draft agreement attached as **“EXHIBIT C”**). The contract limit for construction management and construction inspection services would be \$300,000 per fiscal year (draft agreement attached as **“EXHIBIT D”**). The contract limit for design services would be \$200,000 per fiscal year, although the limit is not anticipated to be reached (draft agreement attached as **“EXHIBIT E”**).

FISCAL IMPACT:

Projects to be managed and delivered under the recommended contracts are funded within the Capital Improvement Program and Airport Capital Improvement Program. Project management and delivery are included within funded projects.

Given the current financial crisis that the City and world is confronted with, these contracts allow for the flexibility to reduce the scope of work and even remove projects from the scope of work. The contracts provide for work completed to be paid on a time-and-materials basis with no obligation to pay the consultant for any anticipated future efforts.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA APPROVING PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY OF MARINA AND WALLACE GROUP, INC. FOR PROGRAM MANAGEMENT, ON-CALL DESIGN, ON-CALL CONSTRUCTION MANAGEMENT, AND CONSTRUCTION INSPECTION SERVICES FOR PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM (CIP) AND AIRPORT CAPITAL IMPROVEMENT PROGRAMS (ACIP), AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City Council approved a two-year CIP and ACIP on June 18th, 2019 bringing the CIP to \$58,923,848 in 35 projects and the ACIP to \$5,007,993 in 16 projects; and

WHEREAS, the City regularly enters into various professional services contracts while business to support delivery of capital improvements; and

WHEREAS, a program management services contract with a consulting firm is one method to increase the capacity for managing and delivering capital improvements; and

WHEREAS, on November 19th, 2019, the City Council approved Resolution 2019-123 authorizing the release of a Request for Qualifications for program management and on-call professional services; and

WHEREAS, staff issued a Request for Qualifications for firms to submit their qualifications to provide professional service supporting the delivery of capital improvements and staff received Statements of Qualifications from five firms on February 3rd, 2020; and

WHEREAS, staff reviewed and ranked the qualifications submitted and selected three of the firms to make presentations during interviews which were held on February 24th, 2020. The interview panel comprised of staff and a member of staff for the Transportation Agency for Monterey County. References for each of the firms were contacted after the interviews and Wallace Group scored the highest based upon their qualifications, interview presentation, and favorable references; and

WHEREAS, the Wallace Group met with staff to review the scope of 16 of the projects in the Capital Improvement Program and 9 projects in the Airport Capital Improvement Program representing \$14,714,701 in approved funding. The Wallace Group submitted a scope of services which is attached as "Exhibit B." The estimated cost to manage the delivery of the identified projects is a not-to-exceed \$703,696 which is 4.8 percent of the budget for the projects; and

WHEREAS, Staff is recommending that the City enter into on-call agreements with Wallace Group to provide construction management and construction inspection services as well as design services in addition to program management services; and

WHEREAS, Staff recommends that the contract terms be set to expire on June 30, 2023 with the option to extend for an additional one year. The not-to-exceed limit for the program management services contract will be \$703,696. The contract limit for construction management and construction inspection services would be \$300,000 per fiscal year. The contract limit for design services would be \$200,000 per fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve professional services agreements between the City of Marina and Wallace Group, Inc. for program management, on-call design, and on-call construction management, and construction inspection services for projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Programs (ACIP), and;
2. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Exhibit A
CIP and ACIP projects to be Consultant Managed

	Project Name	Proj Code (Finance)	Program Amount (1)
	CIP		
1	Annual Street Resurfacing	APR1801	\$6,320,000
2	Community Center Playground Seating and Amenities	HSP1803	\$15,000
3	Vince DiMaggio Building Rain Gutter Replacement	APF 2003	\$25,000
4	California Avenue Pedestrian Crossing Installation	HSR 2005	\$75,000
5	Glorya Jean Tate Park Pump Track and Restroom Improvements	QLP 2006	\$350,000
6	Dunes Barracks Stabilization	QLP 2007	\$330,000
7	Arts Village Building Stabilization	EDF 2008	\$1,500,000
8	Duplex Housing Renovation	EDF 2010	\$450,000
9	Streetlight Replacement	HSR 2011	\$125,000
10	Equestrian Center Development	QLP 2018	\$850,000
11	Fire Station 3 Reroof and Cleanup	APF 2021	\$350,000
12	Salinas Avenue Widening	EDR 1904	\$490,000
13	Traffic Signal Maintenance	HSR 2012	\$200,000
14	Sea Haven Communit Park	QLP 2016	\$50,000
15	Preston Park Planning	QLP 2020	\$50,000
16	Stockade Demolition	TBD	\$2,050,000
	CIP Totals		\$13,230,000

Wallace Group, Inc. Program Management Total **\$592,853**

	ACIP		
1	Airport Building 504 Improvements	461	\$345,000
2	Airport Fuel Farm - Fuel Tank Replacement	480 / HSA18D4	\$300,000
3	Airport Pavement Maintenance	2003	\$274,000
4	Airport Building 533 Improvements	2004	\$175,000
5	Airport Building 524 Improvements	2006	\$140,000
6	Backup Power to Airport Fuel Farm	2008	\$36,000
7	Airport Building 510 New Roof	2102	\$105,000
8	Airport Gateway Sign	2103	\$35,000
9	Airport Storm Drain Mitigation	403	\$74,701
	ACIP Totals		\$1,484,701

Wallace Group, Inc. Program Management Total **\$110,843**

March 31, 2020

Brian McMinn
Public Works Department
City of Marina
211 Hillcrest Avenue
Marina, California 93933

Subject: City of Marina Program Management Services

Dear Mr. McMinn:

Wallace Group appreciates the selection of our company to provide the City of Marina Program Management, Design, Construction Management and Inspection Services for the FY '19 - '20 and FY '20 - '21 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP).

Based on March 14, 2020 meeting discussion, cost proposal for Design, Construction Management and Inspection will be submitted on a project by project basis, therefore are not included in this scope of work. Attached are Wallace Group's cost proposals (Exhibits 1 and 2) for the Program Management Services for your consideration.

The following provides an overview of our program management approach to implement the delivery of CIP and ACIP projects listed in Exhibits 1 and 2.

SCOPE OF SERVICES FOR PROGRAM MANAGEMENT

Wallace Group is able to provide the following program management services based on the various phases of a project, and on the specific needs of each project. Note, each project will be unique and may or may not require all items identified and additional tasks may be identified based on other project specifics. Wallace Group will work with the City to confirm the specific tasks for each project that are desired by the City prior to proceeding.

Wallace Group will open up a new phase for each project, and task for each of the five phases identified below to track budgets separately. Budgets will be based on a percentage of the construction contract to start, but may be required to be adjusted based on the complexity of the project as the project moves through the various phases. Wallace Group will alert the City on specific projects when the program management budget reaches 75% of the estimated task value.

Phase 1 - Program Management Set up and Pre-Bid phase:

- 1.1 Project document management set up.
- 1.2 Project review and evaluation, scope refinement, project prioritization and cost Control.
- 1.3 City kick-off and update meetings with the City.
- 1.4 RFQ / RFP writing. Projects identified by the City to be designed by current City on-call consultants, request for cost proposal will be issued.
- 1.5 Review design consultant and/or professional services cost proposals.
- 1.6 Prepare notice to proceed and coordinate with the City for administration and project accounting.



WALLACE GROUP®

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
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PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Phase 2 - Project Design Phase

- 2.1 Coordinate meeting with design consultants and /or professional services contractors.
- 2.2 Coordination and meetings with City and stakeholders.
- 2.3 Environmental review acquisition.
- 2.4 Permit preparation and acquisition.
- 2.5 Review design submittals at 30%, 60% and 90%.
- 2.6 Review 100% bidding documents and acquire City signatures and approval for Bidding.
- 2.7 Review and process consultant progress payments.

Phase 3 - Bidding Phase

- 3.1 Prepare bidder's list.
- 3.2 Upload bidding documents to the ebidboard and send bidding documents to Builders Exchange.
- 3.3 Conduct pre-bid meetings.
- 3.4 Coordinate with design consultant for RFI response.
- 3.5 Prepare and distribute Addendum.
- 3.6 Follow up phone calls to bidders.
- 3.7 Review and evaluate bids and notify the City.
- 3.8 Assist the City in evaluating bid protest.
- 3.9 Write staff report for award of construction contract.
- 3.10 Prepare notice to proceed/award and coordinate with the City for administration and project accounting.

Phase 4 - Construction Phase

- 4.1 Acquire cost proposal for Construction Management and Inspections (CM&I).
- 4.2 Review and evaluate CM&I proposal.
- 4.3 Prepare notice to proceed/award and coordinate with the City for administration and project accounting.
- 4.4 Attend pre-construction meeting.
- 4.5 Process contractor progress payments in coordination with CM.
- 4.6 Evaluate change orders in coordination with CM and make recommendations to the City.
- 4.7 Attend final inspection.
- 4.8 Coordinate ribbon cutting ceremony, if needed.

Phase 5- Close-out Phase

- 5.1 Prepare project record close out.
- 5.2 Prepare and file Notice of Completion.

Project tracking will be updated weekly and update meetings with the City is every two weeks or as required. Project tracking updates will include relevant project status, cost estimates update, schedule, permitting updates and construction updates. Assist City staff and attend City Council and Commission meetings as needed. WG will assist in providing documents for City website updates by the others.



Deliverables: Project by project basis, example of deliveries are follows.

- Preparation of agenda minutes from meetings
- Staff Reports
- Notice to Proceed or Notice of Award
- Final plans and specifications and record drawings, completed by others.
- Notice of completion

SCHEDULE

- Project tracking spreadsheet will include a target completion dates for design and construction.
- Detailed schedule for design for each project will be submitted.
- Construction timeline for each project will be submitted.

TO BE PROVIDED BY THE CLIENT

- Record Drawings.
- Library of City documents, design standards, specifications and other project related documents.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this proposal:

- Project Design (to be provided under separate contract, or by others)
- Environmental study and review
- Construction Management and Inspection (to be provided under separate contract, or by others)

PROJECT FEES:

Wallace Group will perform the Program Management services for the City of Marina FY '19 - '20 and FY '20 - '21 Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP) of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$592,853 and \$110,843 for the City of Marina CIP and ACIP, respectively, without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.



TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we will perform the work in accordance with mutually agreed terms based on the December 2019 provided sample contract. If this proposal meets with your approval, please let us know, and we will facilitate conforming the provided sample contract to the project. Please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Elvie Camacho.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "Kari E. Wagner".

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294

www.wallacegroup.us
Attachments
kc: PP20-6871, 2019, std
Exhibits 1 & 2
Exhibit A

Signature

Printed Name

Title

Date

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A
Standard Billing Rates



Engineering, Design & Support Services:

Prevailing Wage*

Assistant Designer/Technician	\$ 90	
Designer/Technician I - IV	\$ 95 - \$125	
Senior Designer I - III	\$138 - \$148	
GIS Technical Specialist	\$135	
Senior GIS Technical Specialist	\$145	
Associate Engineer I - III	\$ 115 - \$135	
Engineer I - IV.....	\$145 - \$160	
Senior Engineer I - III	\$170 - \$180	
Director	\$185	
Principal Engineer/Consulting Engineer	\$215	
Principal	\$230	

Surveying Services:

Associate Survey Technician	\$ 95	
One-Person Survey Crew	\$160	\$195
Two-Person Survey Crew.....	\$215	\$290
Three-Person Survey Crew.....	\$275	\$370
Survey Technician I - IV	\$115 - \$139	
Land Surveyor I - III	\$145 - \$155	
Senior Land Surveyor I - III.....	\$160 - \$170	
Director	\$185	

Planning Services:

Associate Planner I - II.....	\$ 95 - \$105	
Planner I - IV	\$128 - \$152	
Senior Planner I - III.....	\$155 - \$165	
Director	\$175	

Landscape Architecture Services:

Associate Landscape Designer I - II	\$ 90 - \$100	
Designer I - IV.....	\$110 - \$128	
Landscape Architect I - IV	\$130 - \$145	
Senior Landscape Architect I - III	\$147 - \$161	
Director	\$165	

Construction Management / Field Inspection Services:

Construction Office Tech I-III	\$ 95 - \$115	
Construction Inspector I - II	\$120 - \$135	\$155 - 160
Senior Construction Inspector.....	\$145	\$165
Assistant Resident Engineer I - II.....	\$140 - \$145	
Resident Engineer I - III	\$150 - \$160	
Senior Resident Engineer	\$170	
Director	\$180	

Public Works Administration Services:

Project Analyst I - IV.....	\$110 - \$140
Senior Project Analyst I - III	\$145 - \$155
Senior Environmental Compliance Specialist I - III.....	\$160 - \$170

Support Services:

Office Assistant	\$ 85
Project Assistant I - III.....	\$ 90 - \$100

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

***Prevailing Wage:**

State established prevailing wage rates may apply to some services and those rates are subject to change.

**CITY OF MARINA
AGREEMENT FOR PROGRAM MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into on _____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and _____, a California _____, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for program management services for various projects in the Capital Improvement Program (CIP) and Airport Capital Improvement Program (ACIP), hereinafter referred to as the "Project."
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. Consultant represents that it has the degree of specialized expertise contemplated within California Government Codes §§37103 and 53060 and holds all necessary licenses to practice and perform the services herein contemplated.
- D. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(d) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in **Exhibit "A."** Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30, 2022, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) Contractor shall commence work on the Project on or by _____, 2020. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of **Exhibit A**, and to perform the work in accordance with the approved schedule.

3. **Compensation.**

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed (\$). in accordance with the provisions of this Section and the attached hereto as **Exhibit B** and incorporated herein by this reference

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or dispute items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the prior written authorization.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

4. **Termination or Suspension.**

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator Public Works Director/City Engineer Mr. Brian McMinn who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Ms. Erin Harwayne AICP as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Ms. Erin Harwayne, AICP (Project Manager)

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors other than those set forth in **Exhibit A** section 2, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the payment, administration, completion, presentation and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence

of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. **Skill of Employees.** Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. **Confidential and Proprietary Information.** In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising therefrom.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and

judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "C"** "Insurance" attached hereto and

made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents,

and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. **Discounts.** Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. **Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. **Compliance With Laws.**

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. **Assignment or Transfer.** This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: The Wallace Group, a California Corporation, Inc.
612 Clarion Court
San Luis Obispo, California 9340`
Fax: (805) _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. It is understood and agreed to by the Contractor and the City that they cannot, and will not, claim Force Majeure based on an economic downturn of any type. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

By: _____
Name: Layne P. Long
Its: City Manager
Date: _____

:

CONTRACTOR

The Wallace Group, A California Corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

ATTEST:
Per Resolution 2020-____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

DRAFT

EXHIBIT A
SCOPE OF WORK FOR PROJECT MANAGEMENT

(Section 1.(a))

Include list of subcontractors to be utilized in Section 2 of Exhibit A.

- To be provided -

EXHIBIT B

HOURLY RATES and REIMBURSABLES SCHEDULE

(Section 3.(a.)

-To be provided-

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EXHIBIT C – Insurance
(Section 14.(a))

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

u) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

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**CITY OF MARINA
AGREEMENT FOR ON-CALL CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES**

THIS AGREEMENT is made and entered into on April ____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and the Wallace Group, A California Corporation, a California corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for construction management and inspection services, on an on-call basis, associated with various City projects described generally by **Exhibit "A"** – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.
- B. Contractor represents and warrants that it will at all times during the term of this Agreement furnish personnel with the qualifications necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** attached hereto ("Scope of Work") and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project

Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to making any changes. In no event shall the Project Administrator's consent be construed to relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of **Exhibit "A"** and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

(e) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(g) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(h) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work described in **Exhibit "A"** and the executed Service Orders. Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution ("Commencement Date") and shall expire on June 30, 2022, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) This Agreement may be extended up to one (1) year upon written agreement of both parties.

(c) Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator and made a part of **Exhibit "A"**, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as **Exhibit "B"** and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to Three Hundred Thousand Dollars (\$300,000) per fiscal year, which runs from July 1 to June 30, and that "not to exceed" amount will be prorated for the period from the Commencement Date to the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in **Exhibit "B"** applies to all Service Orders.

(c) This Agreement is for Contractor to perform "on-call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

(d) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) not more frequently than once during every month and forwarded to the City's Finance Department for payment. City

shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(e) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(f) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of a Service Order but which is not included within the Service Order and which the parties did not reasonably anticipate would be necessary at the execution of the Service Order.

(g) Expenses not otherwise addressed in the Service Order or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)) and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator the Public Works Director/City Engineer, Brian McMinn, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates _____, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term as designated in Service Orders.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete each Service Order on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the task or service any of its personnel assigned to the performance of services upon written request of City. Contractor may be required to represent to City that certain key personnel will perform and coordinate the work under a Service Order. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing tasks or services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City.

Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in any Service Order, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and the applicable Service Order, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and the applicable Service Order and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or

approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising there from.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of design professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active

negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City provided, however, in no event shall the cost to defend charged to a design professional exceed the design professional's proportionate percentage of fault.

(d) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "C"** "Insurance" attached hereto and made a part hereof and as may be required for any Service Order. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an

informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: The Wallace Group, a California Corporation, Inc.
612 Clarion Court
San Luis Obispo, California 9340`
Fax: (805) _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement and any Service Order are not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement and any Service Order if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement or the terms and conditions of any Service Order shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement or any Service Order be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement and any Service Order may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement together with the Service Orders to be issued hereunder contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto and the Service Orders to be attached as part of **Exhibit "A"** are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit of Service Order, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

By: _____
Name: Layne P. Long
Its: City Manager
Date: _____

Attest:
Per Resolution 2020 - _____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

CONTRACTOR

The Wallace Group, A California Corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

GENERAL DESCRIPTION OF SERVICES

[Individual Service Orders to be attached as executed and are incorporated herein and made a part of this Agreement.]

- **Pre-Construction:**
 - Performing a constructability review
 - Bid management
 - Reviewing proposals
 - Developing a public information plan
 - Conducting the pre-construction conference
 - Coordinating with utility companies
- **Construction:**
 - Monitoring contractor's performance and enforce all requirements of applicable codes, specifications and contract drawings.
 - Performing field inspection and other quality control activities including necessary materials testing.
 - Monitoring construction schedules throughout the course of construction
 - Reviewing working days, contract time and documenting time extensions. Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days" will be required in the project file.
 - Maintaining a daily inspector's report system that records the hours worked by men and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the contractor's operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans *Construction Manual*.
 - Tracking subcontractor's work. Ensuring contractor submits written request prior to substituting a contractor.
 - Maintaining well-organized photographic/video records.
 - Ensuring contractor properly provides for the safety of the workers.
 - Managing change orders and obtaining required local agency approval. This includes keeping track of contingency money and notifying local agency when 80% of contingency money has been used. This must be done prior to the approval of change order.

- **Managing submittals and monitor designer's review activities.**
 - **Managing claims.**
 - **Managing contractor's Request for Information (RFI).**
 - **Reviewing and recommending progress payments.**
 - **Determining materials sampling, testing requirements and coordinate acceptance testing services (to be provided by others) in compliance with local agency's Quality Assurance Program.**
 - **Enforcing Labor Compliance by preparing daily reports with required information, monitoring Certified Payrolls and doing spot check labor surveys and interviews.**
 - **Supervising contractor's detours, lane closures, and staging plans.**
 - **Providing final inspection and coordinate road openings for each stage.**
 - **Establishing a punch list system.**
 - **Establishing a record file which supports: 1) adequacy of field control, 2) conformance to contract specifications, 3) payments to contractor. The file must be complete, organized and maintained in a manner that permits inspection by the City or outside auditors. Example of project filing system can be found in the LAPM, Chapter 16.**
- **Post Construction:**
- **Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution.**
 - **Preparing a final construction project report per Chapter 17 of the LAPM.**

EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE

DRAFT

Exhibit C - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers’ Compensation/Employers’ Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

u) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

DRAFT

**CITY OF MARINA
AGREEMENT FOR ON-CALL CIVIL DESIGN SERVICES**

THIS AGREEMENT is made and entered into on April ____, 2020, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and the Wallace Group, A California Corporation, a California corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for civil design services, on an on-call basis, associated with various City projects described generally by **Exhibit A** – Contractor shall provide services pertaining to City projects and shall perform standby and support services for City as determined by the City Engineer.
- B. Contractor represents and warrants that it will at all times during the term of this Agreement furnish personnel with the qualifications necessary to properly perform the services in accordance with the terms of individual service orders as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in **Exhibit "A"** attached hereto ("Scope of Work") and by this reference made a part hereof. The Contractor shall be available to perform services under this Agreement as needed during the term of the Agreement. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Service Order prior to the commencement of services. Each Service Order given by the City shall describe the nature of the specific task or service to be performed by the Contractor, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Contractor shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Contractor shall not perform any task or service unless authorized by a fully executed Service Order. Contractor shall advise the Project Administrator in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Project Administrator's prior written consent to the change prior to making any changes. In no event shall the Project Administrator's consent be construed to

relieve the Contractor from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Contractor shall begin work under the Service Order only after receipt of the Service Order bearing the approval signature of the City Engineer. Each authorized Service Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Project Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Service Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the tasks or services, the Contractor shall so notify the Project Administrator. If appropriate an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Project Administrator.

(e) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(c)(1-4), design professional certifies that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

(g) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(h) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work described in **Exhibit "A"** and the executed Service Orders. Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution ("Commencement Date") and shall expire on June 30, 2022, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the Marina City Clerk.

(b) This Agreement may be extended up to one (1) year upon written agreement of both parties.

(c) Contractor may be required to prepare a written schedule for the work to be performed under any Service Order, which schedule shall be approved by the City's Project Administrator and made a part of **Exhibit "A,"** and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in accordance with the provisions of this Section and the hourly rate(s) and reimbursable schedule(s) attached hereto as **Exhibit "B"** and incorporated herein by this reference. The total annual compensation under this agreement shall be limited to Two Hundred Thousand dollars (\$200,000.00) per fiscal year, which runs from July 1 to June 30, and that "not to exceed" amount will be prorated for the period from the Commencement Date to the remainder of the first fiscal year of the Agreement.

(b) The City will pay the Contractor under Service Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate and reimbursable schedule in **Exhibit "B"** applies to all Service Orders.

(c) This Agreement is for Contractor to perform "on-call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

(d) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) not more frequently

than once during every month and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(e) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(f) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of a Service Order but which is not included within the Service Order and which the parties did not reasonably anticipate would be necessary at the execution of the Service Order.

(g) Expenses not otherwise addressed in the Service Order or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)) and reimbursed to Contractor.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is effected by the Contractor or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates as its Project Administrator the Public Works Director/City Engineer, Brian McMinn, who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates _____, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term as designated in Service Orders.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete each Service Order on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the task or service any of its personnel assigned to the performance of services upon written request of City. Contractor may be required to represent to City that certain key personnel will perform and coordinate the work under a Service Order. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City Administrator. In the event that City Administrator and Project Manager cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing tasks or services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. City reserves its right to employ other contractors in connection with this Project.

(b) If work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. Skill of Employees. Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. Confidential and Proprietary Information. In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City.

Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in any Service Order, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and the applicable Service Order, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and the applicable Service Order and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Contractor shall represent the interest of the City in any discussion or negotiation.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or

approving this Agreement, during the term of his or her tenure or service with City and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof or obtain any present or anticipated material benefit arising there from.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification & Hold Harmless.

(a) Other than in the performance of design professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall indemnify, defend (with independent counsel reasonably acceptable to the City) and hold harmless City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against any claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs including but not limited to reasonable attorney's fees, court costs, expert witness fees and costs of alternate dispute resolution (collectively "Liabilities"), where same arise out of the performance of this Agreement by Contractor, its officers, employees, agents and sub-contractors. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or the acts or omissions of an officer, employee, agent or subcontractor of the Contractor. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active

negligence or willful misconduct of an indemnified party, the Contractor's obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(c) All obligations under this section are to be paid by Contractor as incurred by City provided, however, in no event shall the cost to defend charged to a design professional exceed the design professional's proportionate percentage of fault.

(d) The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in **Exhibit "C"** "Insurance" attached hereto and made a part hereof and as may be required for any Service Order. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required for any Service Order issued as provided herein by giving Contractor ten days advance written notice of such change.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non-availability or non-affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

15. Independent Contractor. The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.

16. Claims for Labor and Materials. Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an

informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work., etc.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
City of Marina City Hall
211 Hillcrest Avenue
Marina, California 93933
Fax: (831) 384-9148

To Contractor: The Wallace Group, a California Corporation, Inc.
612 Clarion Court
San Luis Obispo, California 9340`
Fax: (805) _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. **Amendments, Changes or Modifications.** This Agreement and any Service Order are not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement and any Service Order if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, any Service Order, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement and any Service Order. Each party warrants that the individuals who have signed this Agreement and shall sign Service Orders have the legal power, right and authority to make this Agreement and bind each respective party.

28. **Waiver.** A waiver of a default of any term of this Agreement or the terms and conditions of any Service Order shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. **Severability.** Should any portion of this Agreement or any Service Order be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is

a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. **Counterparts.** This Agreement and any Service Order may be signed in counterparts, each of which shall constitute an original.

33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement together with the Service Orders to be issued hereunder contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto and the Service Orders to be attached as part of **Exhibit "A"** are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit of Service Order, the terms of this Agreement shall control.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at Marina, California.

CITY OF MARINA

CONTRACTOR

The Wallace Group, A California Corporation

By: _____
Name: Layne P. Long
Its: City Manager
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Attest:
Per Resolution 2020 - _____

By: _____
Its: _____
Date: _____

By: _____
Anita Shepherd-Sharp
Deputy City Clerk

Approved as to form:

By: _____
City Attorney

EXHIBIT A

**GENERAL DESCRIPTION OF SERVICES
(Section 1.(a.))**

-To be provided-

**[Individual Service Orders to be attached as executed and are incorporated herein
and made a part of this Agreement.]**

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EXHIBIT B
HOURLY RATE AND REIMBURSABLE SCHEDULE
(Section 3.(a.))

-To be provided-

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Exhibit C – Insurance
(Section 14.a.)

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or on an ISO or ACORD form providing coverage at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for all coverages. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or forms CG 20 10 10 01 and CG 20 37 10 01. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, contractual liability and completed operations at a minimum, and shall be in an amount of not less than two million dollars (\$2,000,000), and include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement, primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or on an ISO or ACORD form providing coverage at least as broad as CA 00 01 10 01 approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers’ Compensation/Employers’ Liability. Workers’ Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee As Its Interest May Appear in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession is required, in a form and amount approved by the City Attorney and Risk Manager. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Contractor shall maintain such insurance in place for a period of five years following completion of work or services provided under this Agreement. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than commencement of the work or services under this Agreement.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized and admitted to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete

the word “endeavor” with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least three years following substantial completion of the work.

u) City reserves the right to modify the insurance requirements set forth herein in accordance with the terms of any specific Service Order issued as provided by the Agreement.

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April 2, 2020

Item No. **8g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020- ,
APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT
OF \$93,407 WITH COFFMAN ASSOCIATES TO UPDATE OPERATING
DOCUMENTS AND ESTABLISH STANDARD LEASE RATES FOR THE
MARINA MUNICIPAL AIRPORT (OAR); INCREASE APPROPRIATIONS IN
THE FY 2019-20 BUDGET, AIRPORT OPERATIONS FUND 555 IN THE
AMOUNT OF \$93,407; AUTHORIZE THE CITY MANAGER TO ACCEPT THE
PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF
OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY
ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020- , approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and
2. Increase appropriations in the FY 2019-20 Budget, Airport Operations Fund 555 in the amount of \$93,407; and
3. Authorizing City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney.

BACKGROUND:

The Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA), which monitors and ensures that the airport acts within its Grant Assurances imposed since the U.S. Army deeded the facility to the City. The most recent rent study for the Marina Municipal Airport was conducted in 2015. The FAA recommends airports conduct the specialized airport to airport comparison-based rent study to establish aviation and non-aviation market rates for the airport. The rent study should then be updated every five to seven years essentially resetting the market rate for the next five to seven-year period. Furthermore, the airport needs to ensure that its operating documents are up to date.

ANALYSIS:

Airport staff has sought a proposal from Coffman Associates to update the operating documents and establish standard lease rates for the Marina Municipal Airport. Coffman Associates provided a proposal to perform these services (“**EXHIBIT A**”). The Scope of Services includes:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates;
- Public coordination and approval meetings.

The first phase of the scope will be to conduct the Market Rent Study and Rates and Fees Analysis. This will be followed closely by developing standard lease and permit templates for the airport property. This work is set to be completed first in order to meet FAA requirement.

The next phase of the work plan will be to update the Rules and Regulations (update to the 1996 Operating Ordinance). The owners of federally obligated airports have the responsibilities for instituting Rules and Regulations for the safe and efficient operation of an airport. The Federal Aviation Administration (FAA) also encourages an airport owner (sponsor) to establish Rules and Regulations for the safe operation and use of its airport.

The third phase of the scope of work includes updating the airport minimum operating standards. Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport.

FISCAL IMPACT:

Should the City Council approve this request, the cost of the proposed consultant services is estimated at \$93,407 and was not included in the FY 2019-20 Adopted Airport Budget. Funding will come from available fund balance of the Airport Operations Fund 555 currently estimated to be \$1,465,000.

The Adopted FY 2019-20 Budget, Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570 will be amended to increase appropriations by \$93,407. The cost for these services will be recorded to this same account.

CONCLUSION:

This request is submitted for City Council consideration and direction to staff.

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF \$93,407 WITH COFFMAN ASSOCIATES TO UPDATE OPERATING DOCUMENTS AND ESTABLISH STANDARD LEASE RATES FOR THE MARINA MUNICIPAL AIRPORT (OAR); INCREASE APPROPRIATIONS IN THE FY 2019-20 BUDGET, AIRPORT OPERATIONS FUND 555 IN THE AMOUNT OF \$93,407; AUTHORIZE THE CITY MANAGER TO ACCEPT THE PROPOSAL AND EXECUTE THE PROJECT AUTHORIZATION ON BEHALF OF THE CITY, SUBJECT TO FINAL REVIEW AND APPROVAL BY CITY ATTORNEY

WHEREAS, the Marina Municipal Airport operates under the oversight of the Federal Aviation Administration (FAA), which monitors and ensures that the airport acts within its Grant Assurances imposed since the U.S. Army deeded the facility to the City; and

WHEREAS, the FAA recommends airports conduct the specialized airport to airport comparison-based rent study to establish aviation and non-aviation market rates for the airport. The rent study should then be updated every five to seven years essentially resetting the market rate for the next five to seven-year period. Furthermore, the airport needs to ensure that its operating documents are up to date; and

WHEREAS, Coffman Associates currently provides similar airport planning professional services to the Marina Municipal Airport at a quality standard; and

WHEREAS, Airport staff sought a proposal from Coffman Associates to update the operating documents and establish standard lease rates for the Marina Municipal Airport; and

WHEREAS, Coffman Associates provide the sample contract and scope of services contained in (“**EXHIBIT A**”); and

WHEREAS, the cost of the proposed consultant services is estimated at \$93,407 and was not included in the FY 2019-20 Adopted Airport Budget. Funding will come from available fund balance of the Airport Operations Fund 555 currently estimated to be \$1,465,000; and

WHEREAS, the Adopted FY 2019-20 Budget, Airport Operations Fund, Professional Services Other, Account No. 555.000.000.00-006300.570 will be amended to increase appropriations by \$93,407. The cost for these services will be recorded to this same account.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Adopt Resolution No. 2020- , approving a consultant services agreement in the amount of \$93,407 with Coffman Associates to update operating documents and establish standard lease rates for the Marina Municipal Airport (OAR); and
2. Increase appropriations in the FY 2019-20 Budget, Airport Operations Fund 555 in the amount of \$93,407; and
3. Authorize City Manager to accept the proposal and execute the project authorization on behalf of City, subject to final review and approval by City Attorney

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

AIRPORT PLANNING IS OUR ONLY BUSINESS

www.coffmanassociates.com



April 3, 2020

Mr. Layne Long – Marina City Manager
Mr. Jeff Crechriou – Airport Services Manager
211 Hillcrest Ave.
Marina, CA 93933

Dear Layne and Jeff,

It has been our pleasure to serve the City of Marina and the Marina Municipal Airport (OAR) as the consulting airport planner for many years. We appreciate the opportunity to continue serving the Airport with the enclosed proposal to update the airport operating documents by providing the following services:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates; and,
- Public coordination and approval meetings.

The project will begin with a Market Rent Study and Rates and Fees analysis of other airports with similar operating characteristics to OAR. This research will be used to inform the establishment of standard basis rates for the variety of revenue producing services that may be charged by the Airport.

The Airport Rules and Regulations and Minimum Operating Standards documents have not been updated since 1996. These critical operating documents will be updated so that airport management has the tools it needs to manage the Airport in accordance with standard operating procedures.

We will then further assist by providing standardized templates for leases and permits which airport management can use to approach revenue production following a standardized and uniform process. These tools will help airport management meet various FAA grant assurances, specifically those related to charging fair and equitable rates and fees, without discrimination or preference.

The study calls for a program of public and tenant involvement to inform theses constituencies of the process and to encourage their active contribution and participation.

Enclosed you will find our detailed scope of services, fee, and project schedule.

Sincerely,

A handwritten signature in black ink that reads "Patrick Taylor". The signature is written in a cursive, flowing style.

Patrick Taylor – Principal
Coffman Associates, Inc.

Kansas City • Phoenix

237 N.W. Blue Parkway, Suite 100, Lee's Summit, MO 64063 • Phone: 816.524.3500 • FAX: 816.524.2575

AIRPORT PLANNING SERVICES CONTRACT AGREEMENT

WHEREAS, the City of Marina, California (SPONSOR), has determined the need for Coffman Associates (CONSULTANT) to perform the work necessary for the Airport Operating Documents Update. This Airport Planning Services Contract Agreement (this "Agreement"), entered into as of this ____ day of _____, 2020, by and between:

CITY OF MARINA

211 Hillcrest Ave.
Marina, CA 93933

hereinafter referred to
to as the **SPONSOR**

AND:

COFFMAN ASSOCIATES, INC.

237 NW Blue Parkway, Suite 100
Lee's Summit, MO 64063

hereinafter referred to
as the **CONSULTANT**

FOR THE PURPOSE:

AIRPORT OPERATING DOCUMENTS UPDATE
for MARINA MUNICIPAL AIRPORT (OAR)

hereinafter referred to
as the **PROJECT**

THE SPONSOR AND CONSULTANT do hereby mutually agree to the following:

ARTICLE ONE - SERVICES AND RESPONSIBILITIES

1.1 **Employment of the Consultant.** The Sponsor hereby agrees to engage the Consultant who in turn agrees to perform the technical and professional services necessary to produce the Project. Mr. Matt Quick will represent the Consultant as Principal-in-Charge, and Mr. Patrick Taylor will represent the Consultant as Project Manager in the performance of this Agreement. No one else will be assigned to act in these capacities without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities of the consultant necessary to complete the Scope of Services.

1.2 **Scope of Services.** The Consultant shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Sponsor, the services generally outlined below and specifically indicated in **Exhibit A - Scope of Services**, attached and incorporated by reference hereto.

1.3 **Responsibility of the Consultant.** The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all services provided by the Consultant under this Agreement.

1.4 **Responsibility of the Sponsor.** The Sponsor shall cooperate with the Consultant by making a diligent effort to provide everything reasonably necessary for the Consultant to be able to provide its services, including all previous plans, environmental studies, drawings, specifications and design and construction standards; assistance in obtaining necessary access to public and private lands; legal, accounting, and insurance information required for various projects and necessary permits and approval of governmental authorities or other individuals.

1.5 **Subcontracts.** At the time subcontracted services are anticipated, the Consultant shall notify the Sponsor of the nature of and need for such services and identify the proposed subcontracting firm. The Consultant must receive approval in writing from the Sponsor prior to entering into an agreement with a subcontractor. Consultant shall be responsible for the work of all subcontractors notwithstanding Sponsor's approval of the subcontractor. No subcontractors are anticipated for this Project at this time.

1.6 **Time of Performance.** The services of the Consultant shall be available on a continuous basis for a period outlined on **Exhibit C - Schedule** as attached hereto. It is anticipated that the work efforts last up to 8-months. Sponsor review and approval times are unknown and cannot be factored in the schedule.

ARTICLE TWO - COMPENSATION AND METHOD OF PAYMENT

2.1 **Compensation.** It is expressly understood and agreed that the total compensation to be paid to the Consultant shall be a firm fixed price amount of Ninety-Three Thousand and Four Hundred Seven dollars (\$93,407.00) for the services specified in Exhibit A - Scope of Services. The detailed breakdown is outlined in **Exhibit B - Cost Summary**, attached and incorporated by reference hereto.

2.2 **Method of Payment.** The Sponsor shall pay to the Consultant not more than the fixed price amount set out in Article 2.1 above. Payments shall be at monthly intervals subject to receipt of requisitions for payments from the Consultant specifying that he has performed the work and is entitled to the amount requisitioned under the terms of this Agreement.

2.3 **Sponsor Responsibilities for Compensation.** The Sponsor agrees to pay the Consultant's invoices net upon receipt. At no time will payment of requisitions exceed thirty

(30) days from the date of the invoice without written notification to the Consultant. It is expressly understood that the payment process outlined above builds in provisions for the Consultant to carry Project costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each Project dollar. It is also expressly understood that the Sponsor has the right to withhold payment of any invoice if Sponsor feels that the Consultant has not performed the requisitioned work in a satisfactory manner. If the Sponsor does decide to withhold payments to the Consultant for any reason, it must provide written notification and an explanation to the Consultant within ten (10) days of the date of the invoice.

2.4 **Consultant Responsibilities for Compensation.** The Consultant shall prepare monthly invoices which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the Sponsor.

ARTICLE THREE - CHANGES TO THE SCOPE OF SERVICES

The Sponsor may, at any time, and by written order, make changes in the services to be performed under this Agreement. If such changes cause an increase or decrease in the Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment acceptable to the Sponsor and Consultant and as agreed in writing by the parties, shall be made and this Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Consultant of the notification of change.

ARTICLE FOUR - TERMINATION OF THE AGREEMENT

The Sponsor may, by written notice to the Consultant, terminate this Agreement in whole or in part at any time, either for the Sponsor's convenience or because of the failure of the Consultant to fulfill his Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

This Agreement may be terminated in whole or in part by the Consultant in the event of substantial failure by the Sponsor to fulfill its obligations.

If this Agreement is terminated, the Sponsor shall pay the Consultant for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments. No further payment shall be owed to Consultant.

If the termination is due to the failure of the Consultant to fulfill his Agreement obligations, the Sponsor may take over the work and prosecute the same to completion, by Agreement or otherwise.

ARTICLE FIVE - SUSPENSION OF WORK

At any time, the Sponsor may order the Consultant, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the Sponsor.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the Sponsor in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or delay, and the Agreement modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the Consultant, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

ARTICLE SIX - INSURANCE

The Consultant or any subcontractor, if specified, shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the Consultant from claims for injuries including accidental death, as well as from claims for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

- (a) Comprehensive general liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
- (b) Professional Liability Insurance (\$1,000,000).
- (c) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- (d) Statutory worker's compensation and employer's liability insurance for the State of Missouri.

The Consultant shall submit to the Sponsor certificates of insurance with assurances that the Sponsor will be notified at least 30 days prior to cancellation or any policy changes. With the

exception of Professional Liability Insurance, the certificate of insurance shall name the Sponsor as an additional insured.

ARTICLE SEVEN - INTERESTS AND BENEFITS

8.1 **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interests, shall be employed.

8.2 **Interest of Sponsor Members and Others.** No officer, member, or employee of the Sponsor and no member of its governing body, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interests, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE EIGHT - ASSIGNMENT

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the Sponsor thereto.

ARTICLE NINE - MISCELLANEOUS

10.1. **Attorney's Fees.** In the event a party commences litigation to enforce any of the terms or conditions of this Agreement and/or to recover damages or for other relief on account of the breach of this Agreement, the prevailing party in such litigation shall be entitled to receive, in addition to all other relief to which such party shall be entitled, all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party.

10.2. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but each counterpart shall together constitute but one and the same document. In proving this Agreement, it shall not be necessary to produce more than one subject counterpart.

10.3. **Severability and Waiver.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof. Any waivers must be in writing and signed by the party sought to be charged. The waiver by any party of a right provided thereunder shall not be deemed to be a continuing waiver of that right or a waiver of any other right.

10.4. **Construction.** The parties agree that each party has reviewed this Agreement and

that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

10.5. **Interpretation.** The paragraph headings used in this Agreement are for convenience only and shall not be used in the interpretation hereof.

10.6. **Time of the Essence.** Time shall be of the essence of the terms hereof.

10.7 **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.8 **Authorizations.** The signatories to this Agreement warrant each to the other that they have the authorization to enter into this Agreement and to bind themselves to the terms and conditions of this Agreement.

10.9 **Notices.** All notices or other communications required or provided to be given by either party shall be in writing and shall be: (i) hand delivered; or, (ii) sent via recognized overnight delivery service; or, (iii) sent by United States certified mail, postage prepaid, return receipt requested. Notices or other written communications shall be deemed given upon hand delivery, or if sent via overnight mail, 24 hours after deposit with the overnight mail service, or if mailed by certified mail, three (3) calendar days after such notice is deposited in the mail as aforesaid and addressed to the addresses for the parties set forth on page one of this Agreement.

IN WITNESS WHEREOF, the Sponsor and the Consultant have executed this AGREEMENT as of the date first written.

FOR THE CONSULTANT

Coffman Associates, Inc.

By: _____
Mike Dmyterko - President

Attest: _____

FOR THE SPONSOR

City of Marina

By: _____

Attest: _____

Approved as to form (if necessary):

By: _____
Legal Counsel

EXHIBIT A – SCOPE OF SERVICES

INTRODUCTION

The Scope of Services contained herein is to establish goals and work tasks for updating operating documents and establishing standard lease rates for the Marina Municipal Airport (OAR). Specifically, the consultant will complete the following studies:

- Market Rent Study and Rates & Fees Analysis of similar airports;
- Update the Airport Rules and Regulations;
- Update the Airport Minimum Operating Standards;
- Develop standard lease and permit templates;
- Public coordination and approval meetings.

Specific Elements and Tasks are outlined below.

ELEMENT 1 - MARKET RENT STUDY AND RATES AND FEES ANALYSIS

The City of Marina, as sponsor of the Marina Municipal Airport (OAR), desires to understand the rates and fees structure of other airport with similar characteristics. The purpose is to then use this data to re-evaluate the current rates and fees structure at OAR. Other business aviation airports will be surveyed by the consultant to identify their current rates and fees.

Task 1.1 – Airport Profile

Description: Develop a profile of the airport using information and documentation provided by airport management and collected from airport operators and tenants, industry sources, and the community. Identify comparable and competitive airports based upon the airport profile. Submit a preliminary list to airport management for review. Document current rates and fees for OAR for inclusion in the comparative analysis.

Task 1.2 – Federal Guidelines

As a recipient of federal grant-in-aid assistance through the FAA's Airport Improvement Program (AIP), OAR is obligated to comply with federal laws, assurances and regulatory requirements. These requirements extend to policies and procedures related to the use of airport property and the establishment of associated lease rates and user fees. The regulatory environment surrounding airport rates and fees will be explained.

Task 1.3 – Conduct Comparative Analysis of Market Rents and Rates & Fees Analysis

Description: Obtain and validate relevant data from comparable, regional and national airports through direct surveys of these airports to be conducted by the consultant. Data collected will include rates and fees for aircraft parking, hangar rates, fuel flowage fees, landing fees, permit fees, and other relevant and potential fees. Data gathered will include what competitive airports typically include in their leased area, for example: does a lease include only a building footprint or the footprint plus taxiway and parking?

Analyze the information obtained on a comparative basis to recommend a market rental rate for each component of subject properties (land and/or improvements), taking into account the level of land preparation and other pertinent variables that may affect the market value of land on the airport. In cases where a range of potential values is appropriate, a discussion of these variables and their impact on rates will be provided. A minimum of ten (10) other airports will be surveyed.

Task 1.4 – Fee Recommendations

Description: Based upon financial information provided by the Airport and working closely with airport management, develop fee recommendations for each program element. The fee recommendations will be presented within the tightest range feasible.

Task 1.5 – Draft and Final Summary Report

Description: Prepare a draft summary report conveying the recommended rental rates for each component as well as the recommended rates and charges structure and fee recommendations for each program element. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 2 – UPDATE AIRPORT RULES AND REGULATIONS

The owners of federally obligated airports have the responsibilities for instituting Rules and Regulations for the safe and efficient operation of an airport. The Federal Aviation Administration (FAA) also encourages an airport owner (sponsor) to establish Rules and Regulations for the safe operation and use of its airport. Airport owners, in exchange for federal funding to assist in airport development, should establish Rules and Regulations for those wishing to provide aeronautical services on their airport. Procedures should be fair and equitable for all users on the Airport and should be tailored to the specific aeronautical activity on the Airport to which they are to be applied.

The City of Marina is committed to provide the safest possible atmosphere for the conduct of aviation activities for tenants, guests, residents, students, and employees at the Airport. The purpose of the Rules and Regulations is to govern the operation and use of civilian facilities and operations at the Airport. They are intended to be in addition to and not in conflict with any Federal, State, or local laws, ordinances, rules, regulations, or policies. Should any conflict exist, the Federal, State, or local laws, ordinances, rules, regulations, or policies shall prevail. The City of Marina shall exercise full authority over the operation of the Airport.

Task 2.1 – Inventory

Description: Compile relevant information, data, and documentation on the community, marketplace and the airport including fixed based and specialty operators (FBOs and SASOs) and non-commercial tenants on the airport. Select stakeholders may also be interviewed.

Task 2.2 – Establish General Regulations

Document industry standard and FAA compliant general regulations for consideration for inclusion in the Rules and Regulation for the Airport. Typically, these will include establishment of responsibilities by airport management, FAA compliance guidelines, and enforcement responsibilities.

Task 2.3 – Aeronautical Use of the Airport

Document industry and FAA standards for appropriate aeronautical uses of the airport. Identify aircraft ground rules such as appropriate aircraft parking areas, owner responsibility for securing the aircraft, acceptable skydiving drop zones, acceptable helicopter operations, appropriate use of aircraft storage hangars, and hangar inspections. Establishment of fire and safety regulations including fuel dispensing, and management of hazardous materials.

Task 2.4 – Vehicle Use

Document industry and FAA standards for motor vehicle operations on the airport. Establish procedures in case of accidents involving vehicles on the airport. Establish vehicle parking regulations.

Task 2.5 – Special Events

Document industry and FAA standards for conducting special events on the airport. Special events are typically annual or one-off events that may impact the normal operations of the airport.

Task 2.6 – Personal Conduct

Discussion of reasonable rules for personal conduct to include compliance with signs, pollution and sanitation, control of personal pets, procedures following any accident that causes damage to the airport or airport facilities,

Task 2.7 - Enforcement

Documentation of enforcement methods including contacting local law enforcement, cease and desist orders, and removal of property (i.e. derelict aircraft).

Task 2.8 – Draft and Final Document

Prepare a draft summary report conveying the rules and regulations. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 3 – UPDATE AIRPORT MINIMUM OPERATING STANDARDS

Prudent and proper airport administration requires that standards be adopted to establish the minimum acceptable qualifications of participants, level and quality of service, and other conditions which will be required of those proposing to conduct commercial aeronautical activities at the Airport. The requirement to impose standards on those proposing to conduct commercial aeronautical activities on a public airport relates to the public interest and provides protection from irresponsible, un-safe, or inadequate service. The adoption and enforcement of such Minimum Operating Standards ensures that those individuals, or entities, engaged in commercial aeronautical activities are reasonably fit, willing, and able to provide both its service obligations to its patrons and its economic obligations to the airport community and protects established commercial enterprises, aviation users, and the public.

Minimum Standards have been in place at many airports nationwide and are supported by the FAA. The FAA objective in recommending the development of Minimum Operating Standards serves to promote safety in all airport activities, protect airport users from unlicensed and unauthorized products and services, maintain and enhance the availability of adequate services for all airport users, promote the orderly development of airport land, and ensure efficiency of operations.

The Minimum Operating Standards specific to the Airport contain the minimum levels of service, facilities, staffing, insurance, and environmental compliance that must be met by the prospective service provider. The uniform application of these standards relates primarily to the public interest by discouraging substandard entrepreneurs and mandating insurance coverage levels, thereby protecting the Airport, airport patrons, and established aeronautical activities.

Task 3.1 – Establish Operating Categories

Description: Working with Airport management establish each category of potential operations for which Minimum Operating Standards are to be established. Typical categories include fixed base operators (FBO), aircraft fueling providers, specialized aviation service operations (SASO), aircraft maintenance repair, air taxi/charter operations, flight training, aircraft rental, etc.

Task 3.2 – Minimum Operating Standards Worksheet

Description: Develop worksheets identifying the products, services, and facilities currently being provided by the airport's FBOs and SASOs and provide baseline minimum standards recommendations. Discuss by conference call with airport management to review worksheets and solicit comments, input, and direction.

Task 3.3 – Draft and Final Document

Prepare a draft summary report conveying the updated Minimum Operating Standards for OAR. An electronic copy of the summary report will be provided to Airport management for review.

Based upon comments and input from the review of the draft summary report, prepare a final summary report. Five hard copies and one electronic copy will be provided as the final work product.

ELEMENT 4 – STANDARD LEASE AND PERMIT TEMPLATES

Task 4.1 – Standard Lease and Permit Templates

Airport management to provide current leases for both aviation and non-aviation uses on the airport. Consultant to review the leases and identify areas of potential concern. Documentation of industry and FAA standards relating to lease terms. Consultant to develop basic lease templates for use of airport property. In addition, prepare a permit template for Lease Application and Operators License. Prior to use of any lease templates developed by the consultant Airport management should have the city attorney review and approve the use of the templates as the consultant makes no claims regarding the legal standing of the lease templates.

ELEMENT 5 – PUBLIC COORDINATION AND APPROVALS

Updating Airport Rates and Fees, Rules and Regulations, and Minimum Operating Standards can be contentious, especially with current airport tenants who may be used to operating a certain way. It is recommended that the airport involve airport tenants and host a public comment period before finalizing the updated Rates and Fees, Rules and Regulations, and Minimum Operating Standards for OAR.

Task 5.1 – Prepare Public Review Draft Documents

Description: Review draft documents with Airport and City management and make any final edits to the draft rules and regulations and minimum standards. Submit the public draft documents for review by airport operators, tenants, and other interested parties to provide input. An electronic copy will be provided to the City for publication as they prefer.

Task 5.2 – Public Forum

Description: Conduct a public forum to provide the opportunity for airport operators, other tenants, and interested parties to provide input. The forum will be conducted following a 30-day public review period. A two-week period will be provided after the forum for the public to provide additional comments.

Task 5.3 – Prepare Final Documents

Description: Following the public forum, revise the documents as necessary. Make the final documents available for public review for a period of 30-days. Finalize the documents following the 30-day review period. Prepare final documents and print five copies and provide one electronic copy of the Rates and Fees Study, the Rules and Regulations, and the Minimum Standards.

EXHIBIT B - PROJECT COST
Marina Municipal Airport (OAR)
Airport Operating Documents Update

		Coffman Associates (Hourly Rates)						
		Principal	Senior Professional	Professional	Technical/ Support	Total Labor	Expenses	Total
		\$ 313	\$ 287	\$ 153	\$ 117			
Element 1 – Market Rent Study and Rates and Fees Analysis								
Task 1.1	Study Initiation/Project Management	16	0	0	8	\$5,944	\$0	\$5,944
Task 1.2	Airport Profile	0	0	8	8	\$2,160	\$0	\$2,160
Task 1.3	Federal Guidelines	4	0	8	8	\$3,412	\$0	\$3,412
Task 1.4	Comparative Analysis of Market Rents and Rates and Fees Analysis	12	12	0	12	\$8,604	\$0	\$8,604
Task 1.5	Fee Recommendations	4	4	0	0	\$2,400	\$0	\$2,400
Task 1.6	Draft and Final Summary Report (5 print copies)	8	8	0	8	\$5,736	\$125	\$5,861
Element 1 Subtotal		44	24	16	44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update								
Task 2.1	Inventory	0	8	0	0	\$2,296	\$0	\$2,296
Task 2.2	Establish General Regulations	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.3	Aeronautical Use of the Airport	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.4	Vehicle Use	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.5	Special Events	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.6	Personal Conduct	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.7	Enforcement	0	4	0	0	\$1,148	\$0	\$1,148
Task 2.8	Draft and Final Documents (5 print copies)	16	8	0	24	\$10,112	\$125	\$10,237
Element 2 Subtotal		16	40	0	24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update								
Task 3.1	Establish Operating Categories	0	8	0	0	\$2,296	\$0	\$2,296
Task 3.2	Minimum Operating Standards Worksheet	0	8	0	0	\$2,296	\$0	\$2,296
Task 3.3	Draft and Final Document (5 print copies)	8	8	0	24	\$7,608	\$125	\$7,733
Element 3 Subtotal		8	24	0	24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates								
Task 4.1	Prepare Standard Lease and Permit Templates	8	16	0	8	\$8,032	\$0	\$8,032
Element 4 Subtotal		8	16	0	8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals								
Task 5.1	Prepare Public Review Draft Documents	8	0	0	0	\$2,504	\$800	\$3,304
Task 5.2	Public Forum	16	16	0	24	\$12,408	\$3,055	\$15,463
Task 5.3	Prepare Final Documents (5 print copies)	4	8	0	24	\$6,356	\$125	\$6,481
Element 5 Subtotal		28	24	0	48	\$21,268	\$3,980	\$25,248
Project Summary Total								
Coffman Associates, Inc.								
Element 1 – Market Rent Study and Rates and Fees Analysis		44	24	16	44	\$28,256	\$125	\$28,381
Element 2 – Airport Rules and Regulations Update		16	40	0	24	\$19,296	\$125	\$19,421
Element 3 – Airport Minimum Operating Standards Update		8	24	0	24	\$12,200	\$125	\$12,325
Element 4 – Standard Lease and Permit Templates		8	16	0	8	\$8,032	\$0	\$8,032
Element 5 - Public Coordination and Approvals		28	24	0	48	\$21,268	\$3,980	\$25,248
Coffman Associates, Inc. Total		104	128	16	148	\$89,052	\$4,355	\$93,407

EXHIBIT C - 4.3.20 PROJECT SCHEDULE MARINA MUNICIPAL AIRPORT (OAR) Airport Operating Documents Update									
		MONTHS							
	<i>NTP</i>	1	2	3	4	5	6	7	8
PROJECT ELEMENT									
Market Rent/R&S Analysis									
Rules & Regulations Update									
Minimum Operating Standards									
Lease/Permit Templates									
Public Coordination/Approvals									
Final Documents									
<i>NTP - Notice to Proceed</i>									

Honorable Mayor and Members
Of the Marina City Council

City Council Meeting of
April 7, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
CONFIRMING THE CITY MANAGER/DIRECTOR OF EMERGENCY
SERVICES' ISSUANCE OF A FIRST SUPPLEMENT TO THE
PROCLAMATION OF A LOCAL EMERGENCY TEMPORARILY
SUSPENDING UNTIL MAY 31, 2020, THE AUTHORITY OF ANY
LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL
(INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR
COMMERCIAL PROPERTY WITHIN THE CITY DUE TO THE
TENANT'S NONPAYMENT OF RENT OR A FORECLOSURE ARISING
OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN
HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19
PANDEMIC OR THE GOVERNMENTAL RESPONSE THERETO.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, confirming the City Manager/Director of Emergency Services' issuance of a First Supplement to the Proclamation of a Local Emergency temporarily suspending until May 31, 2020, the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City due to the tenant's nonpayment of rent or a foreclosure arising out of a documented substantial decrease in household or business income caused by the COVID-19 pandemic or the governmental response thereto.

BACKGROUND:

Section 2.20.060.a. of the Marina Municipal Code empowers the Director of Emergency Services, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council. On March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a "Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)" (Proclamation of Local Emergency) and a copy is attached hereto as **EXHIBIT A**.

On March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached hereto as **EXHIBIT B**. The First Supplement was issued pursuant to the general police powers of the City to protect the health, safety and welfare of the citizens of Marina.

Nothing in the First Supplement relieves a tenant of the obligation to pay rent or a landlord's ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord's property.

The First Supplement was effective as of March 20, 2020.

In addition to the issuance of the First Supplement to the Proclamation of a Local Emergency, the Director of Emergency Services also issued temporary modifications to sign regulations that allow additional signs for businesses in non-residential zones that will be rescinded as the pandemic subsides and businesses are allowed to reopen.

Respectfully submitted,

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA CONFIRMING
ISSUANCE OF A FIRST SUPPLEMENT TO THE PROCLAMATION OF A LOCAL
EMERGENCY TEMPORARILY SUSPENDING UNTIL MAY 31, 2020, THE AUTHORITY
OF ANY LANDLORD TO COMMENCE EVICTIONS ON ANY RESIDENTIAL
(INCLUDING MOBILE HOMES AND MOBILE HOME LOTS) OR COMMERCIAL
PROPERTY WITHIN THE CITY DUE TO THE TENANT’S NONPAYMENT OF RENT OR
A FORECLOSURE ARISING OUT OF A DOCUMENTED SUBSTANTIAL DECREASE IN
HOUSEHOLD OR BUSINESS INCOME CAUSED BY THE COVID-19 PANDEMIC OR
THE GOVERNMENTAL RESPONSE THERETO.

WHEREAS, Section 2.20.060.a. of the Marina Municipal Code, in the event of a proclamation of a local emergency by the City Manager in his role as Director of Emergency Services or by the Governor, empowers the Director of Emergency Services to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency Services, issued a “Proclamation of a Local Emergency Related to Covid-19 (Coronavirus)” (Proclamation of Local Emergency). A copy is attached hereto as Exhibit A; and

WHEREAS, on March 20, 2020, the Director of Emergency Services issued a First Supplement to the Proclamation of Local Emergency (First Supplement) temporarily suspending until May 31, 2020, the authority of any landlord to evict for nonpayment of rent or a foreclosure a residential or commercial tenant who documents that the inability to pay rent is caused by a substantial decrease in household or business income, or an increase in out-of-pocket medical expenses, as a consequence of the COVID-19 pandemic or by the governmental response thereto. A copy is attached hereto as Exhibit B; and

WHEREAS, the First Supplement was issued pursuant to the general police powers of the City to protect the health, safety and welfare of the citizens of Marina; and

WHEREAS, Nothing in the First Supplement relieves a tenant of the obligation to pay rent or a landlord’s ability to recover rent due or to file an action against a tenant or non-tenant for damage done to a landlord’s property; and

WHEREAS, the First Supplement was effective as of March 20, 2020; and

WHEREAS, the City Council hereby finds that the conditions described in the Proclamation of Local Emergency related to the COVID-19 outbreak did warrant and necessitate the issuance of the First Supplement by the Director of Emergency Services.

NOW, THEREFORE, be it resolved by the City Council of the City of Marina that:

- A. The First Supplement to the Proclamation of Local Emergency, as issued by the Director of Emergency Services/City Manager and attached as **Exhibit B** to this Resolution is hereby confirmed.
- B. The First Supplement shall be deemed to continue in force until May 31, 2020.

- C. As required by law, the City Council shall continue to review the need for continuing the state of emergency every thirty (30) days until the state of emergency is terminated by the City Council and, as directed by the City Council on March 17, 2020, the City Manager shall continue to report to the City Council on actions taken under his authority as Director of Emergency Services at every regular meeting of the City Council until the termination of the local emergency shall be proclaimed by the City Council.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Marina, duly held on the 7th day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk



**PROCLAMATION OF A LOCAL EMERGENCY BY
CITY OF MARINA CITY MANAGER RELATED TO COVID-19 (CORONAVIRUS)**

WHEREAS, Section 2.20.060 of Chapter 2.20 entitled "Disaster Council" of the Marina Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, section 2.20.050 of the Marina Municipal Code designates the City Manager to be the Director of Emergency Services; and

WHEREAS, the City Manager as the Director of Emergency Services of the City of Marina hereby finds that:

1. The novel coronavirus (COVID-19) is a respiratory disease that may result in serious illness or death and is easily transmissible from person to person; and
2. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and
3. Conditions of extreme peril to the safety of persons have arisen within the City caused by the COVID-19 pandemic. On March 4, 2020, Governor Newsom proclaimed State of Emergency to exist in California as a result of the threat of COVID-19. There presently exists a public health emergency, as further addressed in Governor Newsom's Executive Order N-25-20 dated March 12, 2020, and by a National State of Emergency declared by President Trump on March 13, 2020; and
4. The efforts required to prepare for, respond to, mitigate and recover from the spread of COVID-19 have imposed, and will continue to impose, extraordinary requirements and expenses on the City, requiring diversion of resources from day-to-day operations; and
5. In addition to the above facts, conditions or threatened conditions caused by COVID-19 including but not limited to potential isolation and quarantine of residents, employees, businesses, and public safety workers, give rise to conditions of extreme peril to the safety of persons and property within the City; and
6. These conditions are, or are likely to be, beyond the control of the services, personnel, equipment and facilities of the City of Marina; and
7. The City Council of the City of Marina is not in session and cannot immediately be called into session.

BE IT FURTHER PROCLAIMED AND ORDERED that during the existence of said Local Emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, existing ordinances and resolutions, the City's Emergency Plan, as well as this resolution and any subsequent emergency orders of the City Council in order to mitigate the effects of the Local Emergency.

BE IT FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code sections 8634 and 8568, during the period of this emergency, the following procedures and formalities otherwise required of the City by ordinance or other local regulation shall be waived, where strict compliance would hinder or delay the mitigation effects of the emergency:

1. Entering into contracts;
2. Incurring obligations;
3. Employment of permanent and temporary workers;
4. Utilization of volunteer workers;
5. Appropriation and expenditure of public funds; and
6. Waiver of public funds when in the public interest.

IT IS FURTHER PROCLAIMED AND ORDERED that said Local Emergency that said Local Emergency shall continue by ratification of the City Council, until its termination is proclaimed by the City Council of the City.

March 13, 2020
Date and Time 4:30 pm

Layne Long
Layne Long, City Manager and
Director of Emergency Services

**FIRST SUPPLEMENT TO THE PROCLAMATION OF A LOCAL EMERGENCY BY
THE CITY OF MARINA CITY MANAGER RELATED TO COVID-19
(CORONAVIRUS)**

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on Friday, March 13, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Marina Municipal Code to ensure an effective response by the City to the COVID-19 pandemic; and

WHEREAS, in accordance with subsection 6.a. of section 2.20.020 of Chapter 2.20 of the Marina Municipal Code, in the event of the proclamation of a local emergency or the proclamation of a state of emergency by the Governor, the Director of Emergency Services is empowered to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; and

WHEREAS, on March 16, 2020, the Governor of the State of California issued an Executive Order, attached hereto as **Exhibit A** and by this reference incorporated herein, recognizing the economic impacts of COVID-19 have been significant and could threaten to undermine the housing security for California residents and the continued viability of California commercial enterprises and suspending any provision of state law prohibiting a local government from exercising its police power to impose substantive limitations on residential or commercial evictions through May 31, 2020; and

WHEREAS, at a regular meeting of the City Council of the City of Marina held on March 17, 2020, by Resolution 2020-29, the City Manager/Director of Emergency Services' Proclamation was ratified by the City Council of the City of Marina, the local emergency was deemed by the City Council to continue to exist until its termination is proclaimed by the City Council, and direction was given to take action as soon as practicable on measures to protect renters and prevent eviction or rent increase of persons adversely affected by loss of work or income due to COVID-19; and

WHEREAS, on March 17, 2020, the Health Officer of the County of Monterey issued an Order directing all individuals living in the County to shelter in their place of residence, except that they may leave to provide or receive certain essential services or engage in certain essential activities, and work for essential businesses and governmental services; exempting individuals experiencing homelessness from the shelter in place Order but urging them to find shelter and government agencies to provide it; directing all businesses and governmental agencies to cease nonessential operations at physical locations in the County; prohibiting all nonessential gatherings of any number of individuals; and ordering cessation of all nonessential travel; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants and commercial enterprises in Marina have experienced or expect soon to experience sudden and unexpected income loss, layoffs, and business closure, thereby placing increased demands on already strained regional and local health and safety resources; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock and to prevent housed individuals from falling into homelessness; and

WHEREAS, school closures require parents to adjust work schedules leading to time off work, whether paid or unpaid, and an inability to work will economically strain families; and

WHEREAS, due to the Order for County residents to shelter in their places of residence and the Governor's call for certain businesses to close, businesses that rely on customer patronage will experience a significant loss of business opportunity, loss of indirect spending, an impact on their operations and a loss of revenue for those that cannot continue to operate; and

WHEREAS, in the interest of health and safety, as affected by the emergency caused by the COVID-19 pandemic, it is necessary to exercise my authority to issue this regulation related to the protection of life and property; and

WHEREAS, as required by subsection 6.a. of section 2.20.020 of the Marina Municipal Code this regulation must be confirmed by the City Council at the earliest practicable time.

IT IS HEREBY ORDERED THAT:

1. A temporary moratorium on eviction for nonpayment of rent by residential and commercial tenants impacted by the COVID-19 pandemic is imposed as follows:

a. Pursuant to the general police power of the City to protect the health, safety and welfare of its citizens the authority of any landlord to commence evictions on any residential (including mobile homes and mobile home lots) or commercial property within the City of Marina for the following reasons is hereby suspended through May 31, 2020, unless otherwise terminated or extended: (1) the basis for the eviction is nonpayment of rent or a foreclosure arising out of a substantial decrease in household or business income, including but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand, or substantial out-of-pocket medical expenses; and (2)

the decrease in household income or business income or the out-of-pocket medical expenses described in subparagraph (1) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented. Nothing in this Order shall relieve the tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due. Nothing herein shall be deemed to interfere with the right of a landlord to file an action against a tenant or non-tenant for damage done to a landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

b. This Order applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date written below. This Order shall be liberally construed so as to provide the broadest possible protection.

c. This Order shall be punishable as set forth in Section 2.20.100 of the Marina Municipal Code. In addition, this Order grants a defense in the event that an unlawful detainer action is commenced in violation of this Order.

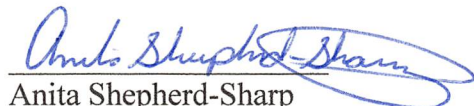
d. This Order shall be superseded by a duly enacted Ordinance or Resolution of the City Council or a further Order by the Director of Emergency Services adopted during the local emergency that expressly supersedes this Order.

2. This Order shall become effective immediately.

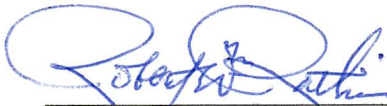
ADOPTED this 20th day of March 2020.


Layne Long
Director of Emergency Services

ATTEST:


Anita Shepherd-Sharp
Deputy City Clerk

APPROVED AS TO FORM:


Robert W. Rathie
for the City Attorney

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



Memorandum

To: Business Owners, City of Marina
From: Layne Long, City Manager
Date: 4/3/2020
Re: Temporary Modifications to Sign Regulations

Effective immediately, local regulations regarding signs will be relaxed during the Local Emergency declared by our City Council due to the COVID-19 pandemic.

The City will allow additional signs for businesses of up to 16 square feet to be attached to the wall of a business or building and up to 12 square feet for an A-frame or other free standing sign that is safely located as to not interfere with vehicular and pedestrian traffic.

This is applicable to all non-residential zones. Consistent with existing sign regulations, no off-site signs will be allowed.

This measure is temporary only and will be rescinded as the pandemic subsides and businesses are allowed to reopen.

If any questions, please contact the Community Development Department at (831) 884-1220.

**The Staff Report and Presentation for this item will be provided on
Monday, April 6, 2020**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
April 7, 2020

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2020-,
ADOPTING THE MITIGATION MONITORING & REPORTING PLAN IN
COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 21081.6
AND CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES
SECTION 15097 FOR THE FORT ORD REGIONAL TRAIL AND
GREENWAY (FORTAG), AND; APPROVING THE MASTER
AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION
AGENCY AND THE COUNTY OF MONTEREY, THE CITIES OF
SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA
STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF
CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA
REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF
OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is recommended that the City Council:

1. Adopting the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and;
2. Approving the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and;
3. Authorize the City Manager to execute the Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG).

As the Lead Agency, TAMC released a Notice of Preparation for the Draft Environmental Impact Report on June 13, 2019. The Draft Environmental Impact Report, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019.

At the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction.

ANALYSIS:

The Fort Ord Regional Trail and Greenway Project proposes to construct an approximately 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with 2-foot wide unpaved shoulders and an open space buffer on both sides. This trail will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area (“**EXHIBIT A**” Proposed Project Map).

While seven segments were evaluated in the environmental document, this multijurisdictional trail is expected to be implemented in smaller phases as funding is secured for design and construction. The development, construction, operation, and maintenance of the trail would be managed under a Master Agreement to be executed among and between the Transportation Agency and the jurisdictions within whose boundaries the trail is located.

Key to the approval of the Fort Ord Regional Trail and Greenway (FORTAG) Project is the Master Agreement (“**EXHIBIT B**”). This Agreement commits TAMC and the jurisdictions through which the trail will run to cooperating in the execution of the trail in their individual areas. The Agreement also commits TAMC to finding the funds for design and construction as well as taking the lead in these tasks. By approving the Master Agreement, the other participating jurisdictions commit to following the mitigation measures adopted by the Mitigation Monitoring and Reporting Plan, and to be responsible for the ownership, maintenance and operation of the trail once built.

Once the funding has been secured for a particular segment of the trail within a jurisdiction, the Master Agreement allows TAMC and the participating jurisdiction to enter into a Supplemental Agreement which will detail the execution of the design and construction of the project as well as compliance with the covenants (i.e. mitigation measures, development, construction, operation, maintenance) of the Master Agreement for that particular trail segment.

The first Supplemental Agreement contemplated is one for Phase 1 of the Canyon Del Rey/State Route 218 segment with the approval of an \$11 million grant from the California Transportation Commission. The Transportation Agency must submit a grant allocation request, with the certified environmental impact report and approved Master Agreement by all Agencies by April 27, 2020 or lose the \$11 million in grant funding for Phase 1.

FISCAL IMPACT:

Funding for preparing the environmental study was provided by TAMC and grant funding. The fiscal impact of entering into a Memorandum of Understanding will be limited to the staff time to review the studies, design, and environmental document during phases of the project subject to any future Supplemental Agreements. Increases in maintenance costs should be anticipated for future phases that will construct trail segments within the City of Marina.

ENVIRONMENTAL DETERMINATION:

The City of Marina determined an environmental study that analyzes the environmental impacts of the proposed FORTAG project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Article 19, Section 15306, Class 6). No physical changes are proposed at this time.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

Attachments:

1. Exhibit A Proposed Project Map.
2. Exhibit B Draft Memorandum of Understanding to establish TAMC as lead agency for the FORTAG trail environmental review.

RESOLUTION NO. 2020-

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA ADOPTING THE MITIGATION MONITORING & REPORTING PLAN IN COMPLIANCE WITH PUBLIC RESOURCES CODE SECTION 21081.6 AND CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES SECTION 15097 FOR THE FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG), AND; APPROVING THE MASTER AGREEMENT BETWEEN AND AMONG THE TRANSPORTATION AGENCY AND THE COUNTY OF MONTEREY, THE CITIES OF SEASIDE, MARINA, MONTEREY, DEL REY OAKS, CALIFORNIA STATE UNIVERSITY MONTEREY BAY, UNIVERSITY OF CALIFORNIA SANTA CRUZ, AND MONTEREY PENINSULA REGIONAL PARK DISTRICT, AND; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER AGREEMENT ON BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, The Fort Ord Regional Trail and Greenway Project proposes to construct an approximately 28-mile continuous 12-foot wide paved bicycle and pedestrian trail with 2-foot wide unpaved shoulders and an open-space buffer on both sides. This trail will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area (“Exhibit A” Proposed Project Map)

WHEREAS, At the regular meeting of September 19, 2017, the City Council adopted Resolution No. 2017-88, approving the Memorandum of Understanding for the designation of lead agency for the environmental review of the Fort Ord Regional Trail and Greenway (FORTAG); and

WHEREAS, As the Lead Agency, TAMC released a Notice of Preparation for the Draft Environmental Impact Report on June 13, 2019. The Draft Environmental Impact Report, which included discussion on the proposed Master Agreement, was released for public review on November 7, 2019; and

WHEREAS, At the regular meeting of March 25, 2020, the TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG Project in their jurisdiction; and

WHEREAS, Key to the approval of the Fort Ord Regional Trail and Greenway (FORTAG) Project is the Master Agreement (“Exhibit B”). This Agreement commits TAMC and the jurisdictions through which the trail will run to cooperating in the execution of the trail in their individual areas. The Agreement also commits TAMC to finding the funds for design and construction as well as taking the lead in these tasks. By approving the Master Agreement, the other participating jurisdictions commit to following the mitigation measures adopted by the Mitigation Monitoring and Reporting Plan, and to be responsible for the ownership, maintenance and operation of the trail once built; and

WHEREAS, the first Supplemental Agreement contemplated is one for Phase 1 of the Canyon Del Rey/State Route 218 segment with the approval of an \$11 million grant from the California Transportation Commission. The Transportation Agency must submit a grant allocation request, with the certified environmental impact report and approved Master Agreement by all Agencies by April 27, 2020 or lose the \$11 million in grant funding for Phase 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Adopt the mitigation monitoring & reporting plan in compliance with Public Resources Code Section 21081.6 and California Environmental Quality Act Guidelines Section 15097 for the Fort Ord Regional Trail and Greenway (FORTAG), and;
2. Approve the Master Agreement between and among the Transportation Agency for Monterey County (TAMC), the county of Monterey, the cities of Seaside, Marina, Monterey, Del Rey Oaks, California State University Monterey Bay, University Of California Santa Cruz, and Monterey Peninsula Regional Park District, and;
3. Authorize the City Manager to execute the Master Agreement on behalf of the City of Marina subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Transportation Agency for Monterey County
Fort Ord Regional Trail and Greenway Project

Figure 2-7 Trail Segments¹



Imagery provided by ESRI and its licensors © 2019.
 Additional data provided by Alta Planning + Design, 2019.

Fig 2-7 Trail Segments

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the “Agreement”) is entered into by and among the Transportation Agency for the County of Monterey (“TAMC”), the County of Monterey (“County”), the City of Del Rey Oaks (“Del Rey Oaks”), the City of Marina (“Marina”), the City of Monterey (“Monterey”), the City of Seaside (“Seaside”), the Monterey Peninsula Regional Parks District (“MPRPD”), the University of California, Santa Cruz (“UCSC”), and California State University at Monterey Bay (“CSUMB”). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the “Parties.” The Parties other than TAMC may be referred to collectively as the “Underlying Jurisdictions.” The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the FORTAG alignment is attached hereto as Exhibit B. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act (“CEQA”) TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto.

- D. **Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG, and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I. **Parties**

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.
- B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:
1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
 2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
 3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and entitlement documents.
 4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction.
 5. Dedicate land or easement rights, as necessary, to permit the development of FORTAG over the approved alignment.
 6. Require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and, where appropriate, require the construction of segment alignments as part of larger approved developments.
 7. Accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction and/or, with the consent and approval of TAMC, cause portions of segments to be owned or retained by other responsible parties.
 8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.

Mutual Covenants

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement specifying in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefore, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C.
- B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.
 1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
 2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.
- C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done

by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.

Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

Section VI.

Amendments

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party. Any amendment to the alignment shown in Exhibit B and approved in the FORTAG Final EIR shall require environmental review prior to consideration.

Section VII.

Sole Agreements

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII.

CEQA Lead Agency Designation

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has reviewed and considered the information contained in the environmental documents certified by TAMC.

Section IX.
Miscellaneous

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).
1. Duty to Meet and Confer. The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. Mediation. If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. Judicial Resolution. If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. Notices. Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections,

promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.

Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

MONTEREY PENINSULA REGIONAL PARK DISTRICT

By: _____

Its: _____

Date: _____

Approved as to form:

Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE	Title 440 Harcourt Ave. Seaside, CA 93955 (831) Email address
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-, APPROVING THE 2020 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF \$45,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; CONSIDER INTRODUCING ORDINANCE NO. 2020- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 “SPEED LIMITS ESTABLISHED” OF CHAPTER 10.60 “SPEED LIMITS” OF TITLE 10 “VEHICLES AND TRAFFIC” OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2020-, approving the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and;
2. Authorize a budget appropriation of \$45,000 of Gas Tax/Street Fund for signs and supplies, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Consider introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 “Speed Limits Established” of Chapter 10.60 “Speed Limits” of Title 10 “Vehicles and Traffic” to adopt *prima facie* speed limits¹ pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

BACKGROUND:

California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities.

In order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802).

¹ *Prima facie* speed limits, as used in California and some other states, are not absolute limits. A motorist may have a valid defense to exceeding the *prima facie* speed limit if he or she can prove in a court that his or her speed was reasonable and prudent.

On March 23, 2018, the City entered into a Service Agreement with the on-call traffic engineering firm TJKM of Pleasanton, California to conduct and draft an engineering and traffic survey.

On August 7, 2018, the City Traffic Advisory Committee conducted a review of the draft Engineering and Traffic survey and provided comments to TJKM for final consideration by the City Council.

On October 16, 2018, the Engineering and Traffic Survey was presented to the City Council for consideration and approval. The Council provided comments to staff regarding several recommended speed reductions and requested a revision to the Study report.

ANALYSIS:

The setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of most drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds.

According to the latest California Manual on Uniform Traffic Control Devices, the posted speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic. Should the 85th percentile need to be rounded up, a rounding down to the lower 5 mph can be applied (CVC 21400). Should the 85th percentile need to be rounded down or not rounded at all (i.e. the 85th percentile is on a 5 mph increment), a 5 mph reduction can be applied. In either case, the conditions and justifications for applying a 5 mph reduction to the 85th percentile speed need to be documented in the Engineering and Traffic Survey and approved by a registered Civil or Traffic Engineer.

The standardized engineering principles that would govern the Engineer's approval of a speed limit reduction of 5 mph from the 85th percentile would be: roadside conditions not readily apparent to the driver, accident records, prevailing speeds, residential density, and pedestrian/bicycle safety.

On April 3rd, 2020, staff received the final revised draft of the 2020 Citywide Engineering and Traffic Survey Report ("**EXHIBIT A**"), provided by TJKM. The report details the survey of all City arterial and collector streets as defined in the City's General Plan.

Based on the findings from the Engineering and Traffic Survey, half of the existing speed limits along the major roadways are recommended for adjustment to be in accordance with engineering standards. A summary of the recommended speed limits can be seen in "**EXHIBIT B**". The recommended speed limits and Survey will be effective for 5 years from the date of adoption.

The City of Marina's Traffic Advisory Committee, consisting of the Fire Chief, Police Chief, Public Works Director, and Community Development Director, concurs with the findings and recommends establishing the speed limits as described above based on the recommendations of the 2020 Engineering and Traffic Survey. The adoption of the recommended speed limits will support effective enforcement of these speeds, where not adopting the recommendations may severely limit enforcement and may lead to a greater speed increase on City streets.

FISCAL IMPACT:

The CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately \$250 per location and approximately \$500 per road marking location. The estimated cost for new speed limit signs and road markings is \$45,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2019-20, Gas Tax/Street Funds for signs & supplies.

CONCLUSION:

The adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Edrie Delos Santos, P.E.
Senior Engineer, Engineering Division
Public Works Department
City of Marina

REVIEWED/CONCUR:

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE 2020 ENGINEERING AND TRAFFIC SURVEY WITH PROPOSED SPEED LIMIT REVISIONS, AND; AUTHORIZE A BUDGET APPROPRIATION OF \$45,000 OF GAS TAX/STREET FUND FOR SIGNS AND SUPPLIES, AND; AUTHORIZE THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND; INTRODUCING ORDINANCE NO. 2020- FOR FIRST READING BY TITLE ONLY, AND WAIVING FURTHER READING, AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC" OF THE MUNICIPAL CODE TO ADOPT PRIMA FACIE SPEED LIMITS PURSUANT TO ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE (CVC)

WHEREAS, California Vehicle Code (CVC) section 40802b requires that Engineering and Traffic Surveys for speed limits must be conducted once every five years by governing municipalities, and;

WHEREAS, in order for the speed limit on a collector or arterial street to be enforceable by the Police Department through the use of radar or other electronic device to measure speed, the speed limit must be set in accordance with an Engineering and Traffic Survey. The California Vehicle Code states that if a posted speed limit is not justified by a traffic and engineering survey, the City may not prove a violation of the posted limit by the use of radar or any other electronic device (CVC 40802), and;

WHEREAS, on March 23, 2018, the City entered into a Service Agreement with the on-call traffic engineering firm TJKM of Pleasanton, California to conduct and draft the 2018 Engineering and Traffic Survey, and;

WHEREAS, on August 7, 2018, the City Traffic Advisory Committee conducted a review of the draft Engineering and Traffic survey and provided comments to TJKM for final consideration by the City Council, and;

WHEREAS, on October 16, 2018, the Engineering and Traffic Survey was presented to the City Council for consideration and approval. The Council provided comments to staff regarding several recommended speed reductions and requested a revision to the Study report, and;

WHEREAS, the setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of most drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds, and;

WHEREAS, according to the latest California Manual on Uniform Traffic Control Devices, the posted speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic. Should the 85th percentile need to be rounded up, a rounding down to the lower 5 mph can be applied (CVC 21400). Should the 85th percentile need to be rounded down or not rounded at all (i.e. the 85th percentile is on a 5 mph increment), a 5 mph reduction can be applied. In either case, the conditions and justifications for applying a 5 mph reduction to the 85th percentile speed need to be documented in the Engineering and Traffic Survey and approved by a registered Civil or Traffic Engineer. How the reduction can be applied to the Study's findings has been summarized in the highlighted column of the Study Summary ("**Exhibit A**"), and;

WHEREAS, the standardized engineering principles that would govern the Engineer's approval of a speed limit reduction of 5 mph from the 85th percentile would be: roadside conditions not readily apparent to the driver, accident records, prevailing speeds, residential density, and pedestrian/bicycle safety, and;

WHEREAS, on April 3rd, 2020, staff received the final revised draft of the 2020 Citywide Engineering and Traffic Survey Report ("**Exhibit B**"), provided by TJKM. The report details the survey of all City arterial and collector streets as defined in the City's General Plan, and;

WHEREAS, based on the findings from the Engineering and Traffic Survey, half of the existing speed limits along the major roadways are recommended for adjustment to be in accordance with engineering standards. A summary of the recommended speed limits can be seen in "**Exhibit A**". The recommended speed limits and Survey will be effective for 5 years from the date of adoption, and;

WHEREAS, the City of Marina's Traffic Advisory Committee, consisting of the Fire Chief, Police Chief, Public Works Director, and Community Development Director, concurs with the findings and recommends establishing the speed limits as described above based on the recommendations of the Engineering and Traffic Survey. The adoption of the recommended speed limits will support effective enforcement of these speeds, where not adopting the recommendations may severally limit enforcement and may lead to a greater speed increase on City streets, and;

WHEREAS, the CVC provides that the new speed limit is enforceable when signs are erected giving notice of the new limits. The cost to purchase and install a new speed limit sign is approximately \$250 per location and approximately \$500 per road marking location. The estimated cost for new speed limit signs and road markings is \$45,000.00. Should the City Council approve this request, the City Finance Director will make all necessary accounting and budgetary entries to appropriate funding from Fiscal Year 2019-20, Gas Tax/Street Funds for signs & supplies, and;

WHEREAS, the adoption of the ordinance shall come back to the City Council at the next schedule meeting. Adoption of the Resolution and ordinance will allow for effective speed enforcement. This request is submitted for City Council consideration and possible action.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve the 2020 Engineering and Traffic Survey with proposed speed limit revisions, and;
2. Authorize a budget appropriation of \$45,000 of Gas Tax/Street Fund for signs and supplies, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Introducing Ordinance No. 2020-, for first reading by title only and waive further reading, amending Section 10.60.010 "Speed Limits Established" of Chapter 10.60 "Speed Limits" of Title 10 "Vehicles and Traffic" to adopt prima facie speed limits pursuant to an engineering and traffic survey and the California Vehicle Code (CVC).

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on April 7, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

ORDINANCE NO. 2020-

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING SECTION 10.60.010 "SPEED LIMITS ESTABLISHED" OF CHAPTER 10.60 "SPEED LIMITS" OF TITLE 10 "VEHICLES AND TRAFFIC," OF THE MUNICIPAL CODE TO ADOPT *PRIMA FACIE* SPEED LIMITS PURSUANT TO AN ENGINEERING AND TRAFFIC SURVEY AND THE CALIFORNIA VEHICLE CODE

WHEREAS, California Vehicle Code Sections 22357 and 22358 provide that local entities may declare *prima facie* speed limits of more than 25 miles per hour on City streets on the basis of an engineering and traffic survey; and

WHEREAS, THE California Vehicles Code Section 627 defines an engineering and traffic survey to include consideration of all of the following:

- 1) Prevailing speeds as determined by traffic engineering measurements;
- 2) Accident records;
- 3) Highway, traffic and roadside conditions not readily apparent to the driver; and

WHEREAS, the City of Marina has completed an engineering and traffic survey pursuant to California Vehicle Code Sections 22357 and 22358.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City of Marina is authorized to use radar enforcement of speed limits on local streets pursuant to the *prima facie* speed limits specified in the California Vehicle Code and on other streets if the speed limits established by the City are consistent with the results of an engineering and traffic survey conducted according to the standards set forth in the California Vehicle Code.

SECTION 2. The City Council of the City of Marina finds and declares that an Engineering and Traffic Survey has been completed in full compliance with the requirements of the California Vehicle Code.

SECTION 3 Based on the findings and recommendations of the Engineering and Traffic Survey, all Subsections of Section 10.60.010 entitled "Speed Limits Established" of Title 10, Chapter 10.60, of the Marina Municipal Code are amended, repealing in their entirety and replacing Subsections A through G and adding Subsections H through Y; to read in their entirety as follows:

"A. Reservation Road, as follows:

1. Thirty-five miles per hour from Dunes Drive to Crescent Avenue;
2. Forty miles per hour from Crescent Avenue to California Avenue;
3. Forty-five miles per hour from California Avenue to Salinas Avenue;
4. Fifty-five miles per hour from Salinas Avenue to Imjin Parkway;
5. Fifty-five miles per hour from Imjin Parkway to Blanco Road.

- B. Del Monte Boulevard, as follows:
 - 1. Forty miles per hour from six hundred feet south of Reindollar Avenue to Marina Greens Drive.
- C. Cardoza Avenue, as follows:
 - 1. Thirty-five miles per hour from Reservation Road to the end thereof, which is approximately six hundred feet north of Lakewood Drive.
- D. Carmel Avenue, as follows:
 - 1. Twenty-five miles per hour from Del Monte Boulevard to approximately 300 feet west of Everett Drive;
 - 2. The prima facie speed limit on Carmel Avenue from approximately 300 feet west of Everett Drive to Bostick Avenue shall be fifteen miles per hour when children are present;
 - 3. Twenty-five miles per hour from Bostick Avenue to Salinas Avenue.
- E. California Avenue, as follows:
 - 1. Forty miles per hour from Reservation Road to Carmel Avenue;
 - 2. Thirty miles per hour from Carmel Avenue to Reindollar Avenue;
 - 3. Forty miles per hour from Reindollar Avenue to Imjin Parkway;
 - 4. Thirty miles per hour from Imjin Parkway to 5th Avenue.
- F. Crescent Avenue, as follows:
 - 1. Thirty miles per hour from Carmel Avenue to Reservation Road;
 - 2. Thirty miles per hour from Reservation Road to the end thereof, which is approximately two hundred fifty feet north of Quebrada Del Mar.
- G. Beach Road, as follows:
 - 1. Thirty-five miles per hour from Reservation Road to Del Monte Boulevard;
 - 2. Thirty miles per hour from Del Monte Boulevard to Begonia Circle;
 - 3. The prima facie speed limit from Begonia Circle to Villa Circle shall be fifteen miles per hour when children are present.
 - 5. Thirty miles per hour from Villa Circle to De Forest Road.
- H. 2nd Avenue, as follows:
 - 1. Forty-five miles per hour from Divarty Street to 8th Street;
 - 2. Thirty-five miles per hour from 8th Street to Imjin Parkway.
- I. 3rd Avenue, as follows:
 - 1. Thirty miles per hour from 8th Street to Imjin Parkway.
- J. 8th Street, as follows:
 - 1. Twenty-five miles per hour from 2nd Avenue to 3rd Avenue;
 - 2. Forty miles per hour from 5th Avenue/California Avenue to Inter-Garrison Road.

- K. 9th Street, as follows:
 - 1. Thirty miles per hour from 1st Avenue to 2nd Avenue.
- L. De Forest Road, as follows:
 - 1. Thirty miles per hour from Beach Road to Reservation Road.
- M. Reindollar Avenue, as follows:
 - 1. Twenty-five miles per hour from Del Monte Boulevard to California Avenue;
 - 2. Thirty miles per hour from California Avenue to Carmel Avenue.
- N. Lake Drive, as follows:
 - 1. Twenty-five miles per hour from Palm Avenue to Reservation Road.
- O. Palm Avenue, as follows:
 - 1. Twenty-five miles per hour from Lake Drive to Del Monte Boulevard.
- P. Salinas Avenue, as follows:
 - 1. Twenty-five miles per hour from Carmel Avenue to Reservation Road.
- Q. Paul Davis Drive, as follows:
 - 1. Thirty miles per hour from Healy Avenue to Marina Greens Drive.
- R. Seacrest Avenue, as follows:
 - 1. Thirty miles per hour from Carmel Avenue to Reservation Road.
- S. Sunset Avenue, as follows:
 - 1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.
- T. Vaughan Avenue, as follows:
 - 1. Twenty-five miles per hour from Reindollar Avenue to Carmel Avenue.
- U. Crescent Street, as follows:
 - 1. The prima facie speed limit from Patton Parkway to Reindollar Avenue shall be twenty-five miles per hour when children are present.
- V. Patton Parkway, as follows:
 - 1. The prima facie speed limit from End (Marina High School) to Crescent Street shall be twenty-five miles per hour when children are present;
 - 2. Forty miles per hour from Crescent Street to California Avenue.
- W. Preston Drive, as follows:
 - 1. Thirty miles per hour from Abrams Drive to Imjin Parkway.
- X. Abrams Drive, as follows:
 - 1. Thirty miles per hour from Preston Drive to Imjin Parkway.
- Y. Imjin Parkway, as follows:
 - 1. Fifty miles per hour from State Route 1 to California Avenue;
 - 2. Fifty miles per hour from California Avenue to Reservation Road.”

SECTION 4. The *prima facie* speed limit for each portion of Reservation Road, Del Monte Boulevard, Cardoza Avenue, Carmel Avenue, California Avenue, Crescent Avenue, Beach Road, 2nd Avenue, 3rd Avenue, 8th Street, 9th Street, De Forest Road, Reindollar Avenue, Lake Drive, Palm Avenue, Salinas Avenue, Paul Davis Drive, Seacrest Avenue, Sunset Avenue, Vaughan Avenue, Crescent Street, Patton Parkway, Preston Drive, Abrams Drive, and Imjin Parkway set forth in Section 3 hereof, shall be as set forth therein when signs are erected giving notice thereof.

SECTION 5. Any provision of the Marina Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to effect the provisions of this Ordinance.

SECTION 6. The City Council hereby declares it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this ordinance are severable and, if for any reason any sentence, paragraph or section of this ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this ordinance.

SECTION 7. This ordinance shall take effect and be in force thirty (30) days from and after its final passage.

SECTION 8. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on April 7, 2020, and was passed and adopted at a regular meeting duly held on April 21, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Engineering & Traffic Survey



City of Marina, California

April 2, 2020



This Citywide Engineering and Traffic Survey has been prepared under the direction of a licensed Civil Engineer. The licensed Civil Engineer attests to the technical information contained therein, and has judged the qualifications of any technical specialists providing engineering data, which recommendations, conclusions and decisions are based. These surveys conform to Sections 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Prepared By:

Chris D. Kinzel, PE, TE
Vice President, TJKM
4305 Hacienda Drive, Suite 550
Pleasanton, CA 94588-2798
Tel: 925.463.0611
Fax: 925.463.3691





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1.0 INTRODUCTION

The California State Legislature sets in place the regulations for California speed limits and the California Vehicle Code (CVC) places these regulations into language used primarily for enforcement purposes. Various jurisdictions have responsibility for roadways throughout California, including the responsibility to set speed limits on these roadways according to the standards and procedures established by Caltrans. The guidelines from the *2014 California Manual for Setting Speed Limits published by Caltrans (May 9, 2014)* are used in this study. These guidelines help in establishing speed limits that are uniform throughout the state and avoid influence from political pressure or emotional perceptions.

The purpose of this survey is to evaluate the posted speed limits for 43 segments within the City of Marina and recommend speed limit changes, if any, in accordance with the State of California regulations and guidelines. CVC Section 40802 requires that Engineering and Traffic Survey (E&TS) for speed limits should be conducted at least once every 5, 7 or 10 years based on established criteria. State and local agencies re-evaluate non-statutory speed limits on their street segments that have undergone a significant change in roadway characteristics or surrounding land uses since the speed limits were last reviewed.

Speed limits are established primarily for protecting the public from the behavior of reckless, unreliable, or dangerous drivers. Speed limits are generally established at or near the 85th percentile speed. The 85th percentile speed, also referred to as the critical speed, is defined as the speed at or below which 85 percent of traffic is moving in free flow conditions. Speed limits established on this basis conform to the consensus of those who drive on the roadways as to what speed is reasonable and safe under normal driving conditions.

Many factors influence drivers and their perception of the safe speed at which to operate a vehicle. These factors should be considered as a whole because it is not practical to consider each individually. The design and physical characteristics of the roadway place limitations on the safe operating speed of vehicles. These characteristics include:

- ▶ Roadway geometrics, shoulder condition, grade, alignment, and sight distance
- ▶ Roadside development, zoning, and environment
- ▶ Parking practices, bicycle and pedestrian activity
- ▶ Driveway density
- ▶ Signalized or stop-controlled intersections
- ▶ Rural, residential or developed areas

This report presents the results of the E&TS conducted in June 2018 for 43 street segments throughout the City of Marina, and includes radar speed surveys, daily traffic counts, accidents summary and analysis of roadway characteristics. The 43 survey segments included in the study are classified as below:

- ▶ Two street segments are designated as 'Expressway'
- ▶ 17 street segments are designated as 'Arterial'
- ▶ 23 street segments are designated as 'Collector'
- ▶ One street segment is designated as 'Local'

The street segments surveyed in this E&TS report are listed in **Table 1**. The existing speed limits for the survey segments are illustrated in **Figure 1**.



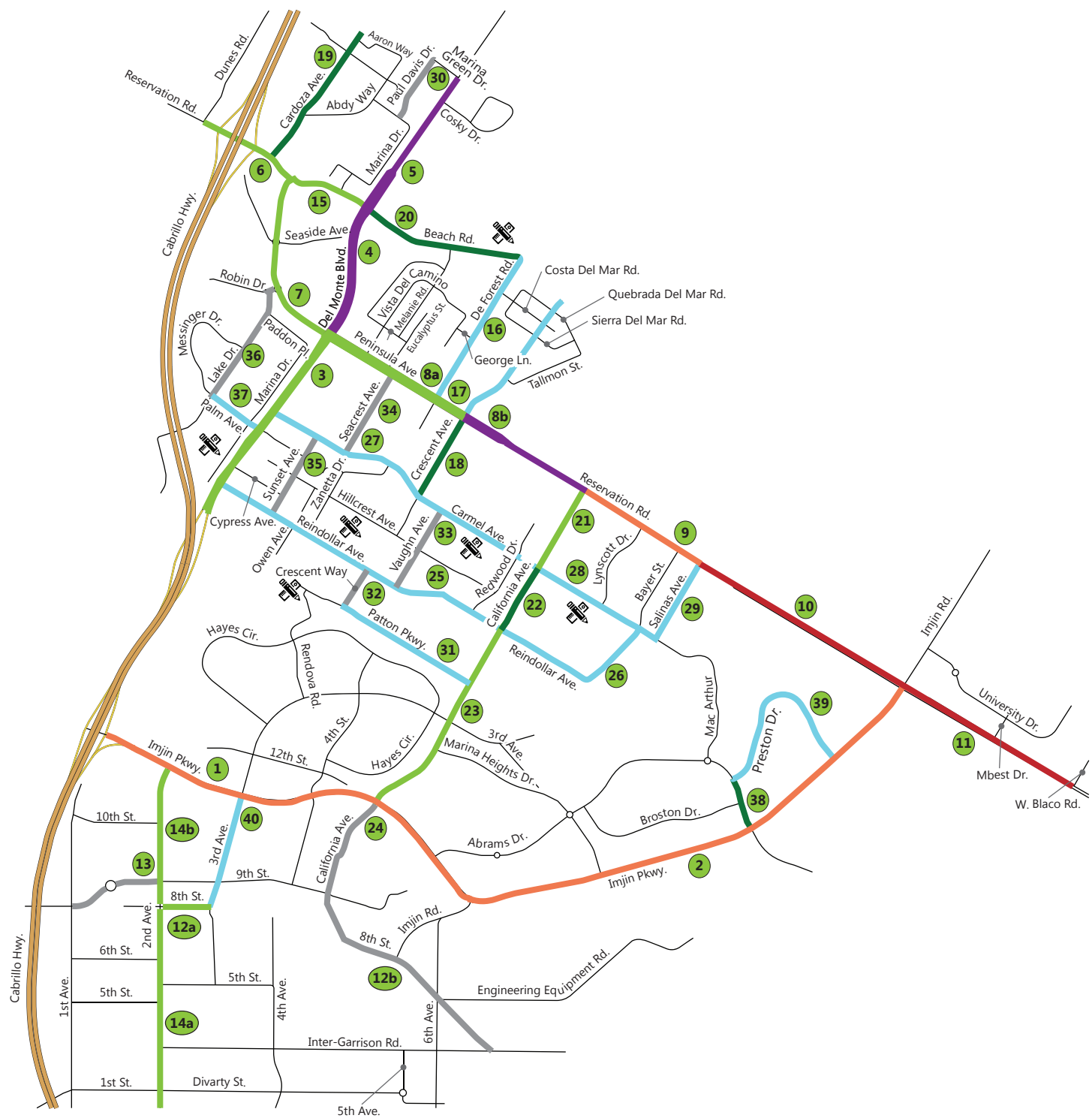
Table 1: Survey Segments

#	Street	Survey Limits	Roadway Classification	Roadway Type	# of Lanes	Width (feet)	Length (miles)	Existing Speed Limit (mph)
1	Imjin Parkway	State Route 1 to California Avenue	Expressway	Divided	4	70-80	0.96	45
2	Imjin Parkway	California Avenue to Reservation Road	Expressway	Undivided	2	40	2.03	45
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	Arterial	Divided	4	90	0.68	35
4	Del Monte Boulevard	Reservation Road to Beach Road	Arterial	Divided	4	65	0.44	40
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	Arterial	Undivided	2	50	0.51	40, no sign
6	Reservation Road	Dunes Drive to Beach Road	Arterial	Undivided	2	40	0.34	35
7	Reservation Road	Beach Road to Del Monte Boulevard	Arterial	Undivided	2	40	0.59	35
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	Arterial	Divided	4	90	22.5	35
8b	Reservation Road	Crescent Avenue to California Avenue	Arterial	Undivided	4	90	22.5	40
9	Reservation Road	California Avenue to Salinas Avenue	Arterial	Undivided	4	80	0.44	45
10	Reservation Road	Salinas Avenue to Imjin Parkway	Arterial	Divided	4	60	0.76	55
11	Reservation Road	Imjin Parkway to Blanco Road	Arterial	Divided	5	100	0.63	55
12a	8th Street	2nd Avenue to 3rd Avenue	Collector	Undivided	2	34	0.16	35
12b	8th Street	5th Avenue to Inter-Garrison Road	Arterial	Undivided	2	30	0.62	not posted
13	9th Street	1st Avenue to 2nd Avenue	Arterial	Undivided	2	40	0.31	not posted
14a	2nd Avenue	Divarty Street to 8th Street	Arterial	Divided	2-4	65	16.25	35
14b	2nd Avenue	8th Street to Imjin Parkway	Arterial	Divided	2-4	65	16.25	35
15	Beach Road	Reservation Road to Del Monte Boulevard	Arterial	Undivided	2	50-90	0.27	35, no sign
16	De Forest Road	Beach Road to Reservation Road	Collector	Undivided	2	40	0.87	25
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	Collector	Undivided	2	60	0.45	25
18	Crescent Avenue	Reservation Road to Carmel Avenue	Collector	Undivided	2	45	0.29	30



#	Street	Survey Limits	Roadway Classification	Roadway Type	# of Lanes	Width (feet)	Length (miles)	Existing Speed Limit (mph)
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	Collector	Undivided	2	60	0.46	30
20	Beach Road	Del Monte Boulevard to De Forest Road	Collector	Undivided	2	35	0.52	30
21	California Avenue	Reservation Road to Carmel Avenue	Collector	Undivided	2	50	0.29	35
22	California Avenue	Carmel Avenue to Reindollar Avenue	Collector	Undivided	2	30-60	0.23	30
23	California Avenue	Reindollar Avenue to Imjin Parkway	Arterial	Undivided	2	35	0.69	35
24	California Avenue	Imjin Parkway to 8th Street	Arterial	Undivided	2	20	0.49	not posted
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	Collector	Undivided	2	40	0.92	25
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	Collector	Undivided	2	40	0.55	25, no sign
27	Carmel Avenue	Del Monte Boulevard to California Avenue	Collector	Undivided	2	40	0.76	25
28	Carmel Avenue	California Avenue to Salinas Avenue	Collector	Undivided	2	40	0.44	25, no sign
29	Salinas Avenue	Carmel Avenue to Reservation Road	Collector	Undivided	2	20	0.27	25
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	Collector	Undivided	2	40	0.21	not posted
31	Patton Parkway	Marina High School to California Avenue	Collector	Undivided	2	25	0.47	25
32	Crescent Street	Patton Parkway to Reindollar Avenue	Collector	Undivided	2	40	0.14	not posted
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	Collector	Undivided	2	30	0.28	not posted
34	Seacrest Avenue	Carmel Avenue to Reservation Road	Collector	Undivided	2	40	0.29	not posted
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	Collector	Undivided	2	40	0.28	not posted
36	Lake Drive	Palm Avenue to Reservation Road	Collector	Undivided	2	40	0.39	not posted
37	Palm Avenue	Lake Drive to Del Monte Boulevard	Collector	Undivided	2	40	0.18	25, no sign
38	Abrams Drive	Preston Drive to Imjin Parkway	Collector	Undivided	2	25-40	0.17	30
39	Preston Drive	Abrams Drive to Imjin Parkway	Collector	Undivided	2	30	0.61	25
40	3rd Avenue	Imjin Parkway to 8th Street	Collector	Undivided	2	30	0.37	25

Existing Speed Limit



Posted Speed Limits

55 mph	40 mph	25 mph	X Segment ID
50 mph	35 mph	none posted	Schools
45 mph	30 mph		





1.1 RELEVANT CALIFORNIA VEHICLE CODE SECTIONS

Applicable California Vehicle Code (CVC) Code sections for conducting an E&TS are summarized below:

CVC SECTION 235 – BUSINESS DISTRICT: An area in which at least 50 percent of the properties are used for business for a minimum distance of 400 feet on one side or 300 feet on both sides of a highway.

CVC SECTION 515 – RESIDENCE DISTRICT: An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a distance of a quarter mile.

CVC SECTION 627 – ENGINEERING AND TRAFFIC SURVEY: A survey of highway and traffic conditions in accordance with methods determined by the California Department of Transportation (Caltrans) for use by state and local authorities, which shall include consideration of prevailing speeds as determined by traffic engineering measurements, accident records, and highway, traffic, and roadside conditions not readily apparent to the driver. Local authorities may also consider residential district density (as defined in Section 515) and pedestrian and bicyclist safety.

CVC SECTION 21400 – ROUNDING OF SPEED LIMITS: Allows for setting the speed limit at the 5 mph increment below the 85th percentile even if mathematical rounding would require the speed to be posted above the 85th percentile. If this option is used, then the additional 5 mph reduction cannot be used. In effect, this law allows an engineer to round down to the nearest increment of the 85th instead of up. The engineer cannot then take a further reduction.

CVC SECTION 22349 – MAXIMUM SPEED LIMITS: Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and based on an engineering and traffic survey. Even if the maximum speed is raised, certain vehicles are still not permitted to be driven over 55 mph. These are listed below.

- ▶ Motor trucks having three or more axles or any truck towing another vehicle
- ▶ Passenger vehicles towing other vehicles
- ▶ School buses transporting school pupils
- ▶ Farm labor vehicles transporting passengers
- ▶ Vehicles transporting explosives

CVC SECTION 22350 – BASIC SPEED LAW: Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property. In other words, a driver violates the basic speed law if he or she is driving at unsafe speeds, even if that speed is lower than the posted regulatory speed limit sign.

CVC SECTION 22351 – SPEED LAW VIOLATIONS: States that the speed of any vehicle upon a highway not in excess of the limits specified in CVC Section 22352 or established as authorized in the CVC is lawful unless clearly proved to be in violation of the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway in excess of the prima facie speed limits in CVC Section 22352 or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed in excess of said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.

CVC SECTION 22352 – PRIMA FACIE SPEED LIMITS: Establishes prima facie speed limits for local roads and streets. The term “prima facie”, as used in the CVC, is a speed limit that applies when no other specific



speed limit is posted. It is a Latin term meaning “at first face” or “at first appearance”. It is also defined at “first view” and “before investigation”. Prima facie evidence is evidence sufficient to establish fact, or to raise presumption of fact, unless rebutted. These speed limits shall be applicable unless changed as authorized in the CVC and, if so changed, only when signs have been erected giving notice thereof. It sets two speed limits covering six classes of location.

A speed limit of 15 MPH applies at railroad crossings, at uncontrolled highway intersections with obstructed view, and on alleys. A speed limit of 25 MPH applies on any highway other than State highways in any business or residence district, unless a different limit is established by procedures described in the CVC. The 25 MPH limit also applies in school zones.

CVC SECTION 22357 (INCREASE OF LOCAL SPEED LIMITS TO 65 MPH) AND CVC SECTION 22358 (DECREASE OF LOCAL SPEED LIMITS): Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, on the basis of an engineering and traffic survey.

CVC SECTION 22358.3 (DECREASE ON NARROW STREETS) AND CVC SECTION 22358.4 (DECREASE OF LOCAL LIMITS NEAR SCHOOLS OR SENIOR CENTERS): Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers on the basis of engineering and traffic surveys.

CVC SECTION 22358.5 – DOWNWARD SPEED ZONING: Physical conditions such as width, curvature, grade, and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning.

CVC SECTION 40802 (A)(2) – PRIMA FACIE SPEED LIMITS: Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years. This CVC section does not apply to a local street, road or school zone.

CVC SECTION 40802 (B) – PRIMA FACIE SPEED LIMITS: For purposes of this section, a local street or road is one that is functionally classified as "local" on the "California Road System Maps," that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the "California Road System Maps," it may be defined as a "local street or road" if it primarily provides access to abutting residential property and meets the following three conditions:

- ▶ Roadway width of not more than 40 feet.
- ▶ Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in CVC Section 445.
- ▶ Not more than one traffic lane in each direction.



2.0 DATA COLLECTION & ANALYSIS

The basic purpose of this study was to evaluate selected arterial, collector and local streets within the City of Marina limits and to recommend appropriate speed limit revisions consistent with current laws and practices of California. The TJKM team, in coordination with the City of Marina staff, coordinated the E&TS. The data collection procedure and speed survey analysis methodology is briefly discussed below:

2.1 RADAR SPEED SURVEYS & ANALYSIS

The speed surveys involve the use of radar guns to collect sample speeds on selected street segments. A key aspect for conducting the surveys is to ensure that street segments with unique characteristics are individually surveyed. The most crucial component of a speed zone survey is the selection of locations for the data collection task. The prevailing speed at the data collection point was selected to be the representative of the entire speed zone area.

The project team worked with the City of Marina staff and finalized the 43 street segments to be analyzed in this E&TS. Radar speed surveys were conducted in June and September 2018 on days with fair weather, clear visibility and dry pavement conditions. The survey locations were selected where the prevailing speeds were representative of the entire street segment and not too close to any traffic control device. The selected locations were situated beyond the influence of stops, dips, curves, parked vehicles and any other condition that may affect the normal rate of travel. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed.

The radar speed surveys for each roadway segment was conducted using calibrated radar equipment by certified technicians. Most samples sizes for a particular segment included 100-200 vehicles. In case of low volume roadways, surveys were conducted for a minimum of a 90 minute period.

A Speed Survey Form was used to collect and summarize the following attributes:

- ▶ Street surveyed
- ▶ Precise location
- ▶ Street direction
- ▶ Date/day of the survey
- ▶ Start time & end time of survey
- ▶ Number of vehicles surveyed
- ▶ 85th percentile speed, 50th percentile speed, 10 mile pace
- ▶ Percent and number of vehicles observed within the 10 mph pace speed
- ▶ Percent and number of vehicles observed below pace
- ▶ Percent and number of vehicles observed above pace
- ▶ Range of speeds observed and standard deviation

A description of some of the attributes is provided below:

50TH PERCENTILE SPEED (MEDIAN SPEED): The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.

85TH PERCENTILE SPEED (CRITICAL SPEED): The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.

10 MPH PACE SPEED: The 10 mph increment (range) of speeds containing the greatest number of vehicles. In most cases, the 85th percentile speed and the recommended speed lie within the range, frequently in



the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The number of observed vehicles within the 10 mph pace is often between 40 and 80 percent of the entire sample.

AVERAGE SPEED: The average speed is simply the cumulative speed divided by the number of observed vehicles.

SPEED RANGE: The range of speed is simply the speed of the fastest and slowest vehicles observed. A large range of speeds (in excess of 30 mph, for example) indicates less favorable conditions than a smaller range. The greater the range, the more inconsistency in travel speeds with a greater likelihood of traffic collisions. In general, uniform speeds result in the smooth progression of traffic.

The radar speed survey data was compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, average speed, speed range, 10 mph pace speed and the percent of vehicles observed within the 10 mph pace.

Table 2 presents the speed survey summary with existing speed limits, median speed, critical speed, 10 mile pace speed, and the percent of vehicles observed within pace. The completed speed survey forms for all 43 study segments are included in **Appendix B**.

2.2 AVERAGE DAILY TRAFFIC (ADT) COUNTS

The TJKM team conducted average daily traffic (ADT) counts across all study segments. These counts were used to determine the accident rates for each segment, which in turn was used as a factor in determining the appropriate speed limit for each segment. **Table 3** summarizes the roadway classification, orientation, directional traffic volumes and total traffic volumes for all of the study segments. The existing average daily traffic volumes for the survey segments are illustrated in **Figure 2**.

2.3 FIELD OBSERVATIONS

A final field check was conducted by driving each study segment while “floating” with prevailing traffic to determine the speed of traffic that is reasonable from the engineer’s viewpoint. The traffic engineer evaluates the appropriateness of the 85th percentile speed and adds the perspective of human judgment to set the appropriate speed limit. Factors such as roadside development, the number and location of driveways, parked vehicles; emergency shoulder areas, schools and playgrounds, areas frequented by pedestrians, horizontal and vertical alignment of the roadway, intersection spacing, visibility and control, landscaping, street fixtures, and other less tangible factors, all contribute to finalizing the recommended speed limits.



Table 2: Speed Survey Summary

#	Street	Survey Limits	Existing Speed Limit (mph)	Speed Survey Results (mph)			
				Median	85th Percentile	10-Mile Pace	Percent w/in Pace
1	Imjin Parkway	State Route 1 to California Avenue	45	50	53	44-53	84%
2	Imjin Parkway	California Avenue to Reservation Road	45	50	54	45-54	82%
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	35	38	43	34-43	84%
4	Del Monte Boulevard	Reservation Road to Beach Road	40	36	41	31-40	77%
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	40, no sign	40	45	35-44	72%
6	Reservation Road	Dunes Drive to Beach Road	35	30	36	27-36	54%
7	Reservation Road	Beach Road to Del Monte Boulevard	35	27	31	22-31	80%
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	35	30	36	26-35	64%
8b	Reservation Road	Crescent Avenue to California Avenue	40	40	47	36-45	56%
9	Reservation Road	California Avenue to Salinas Avenue	45	45	51	40-49	68%
10	Reservation Road	Salinas Avenue to Imjin Parkway	55	44	50	38-47	57%
11	Reservation Road	Imjin Parkway to Blanco Road	55	55	59	50-59	72%
12a	8th Street	2nd Avenue to 3rd Avenue	35	16	24	12-21	74%
12b	8th Street	5th Avenue to Inter-Garrison Road	not posted	34	40	29-38	74%
13	9th Street	1st Avenue to 2nd Avenue	not posted	26	31	20-29	75%
14a	2nd Avenue	Divarty Street to 8th Street	35	38	44	32-41	78%
14b	2nd Avenue	8th Street to Imjin Parkway	35	28	32	23-32	81%
15	Beach Road	Reservation Road to Del Monte Boulevard	35, no sign	29	34	24-33	72%
16	De Forest Road	Beach Road to Reservation Road	25	30	35	25-34	81%
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	25	27	31	25-34	84%
18	Crescent Avenue	Reservation Road to Carmel Avenue	30	30	34	26-35	82%



#	Street	Survey Limits	Existing Speed Limit (mph)	Speed Survey Results (mph)			
				Median	85th Percentile	10-Mile Pace	Percent w/in Pace
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	30	29	35	24-33	59%
20	Beach Road	Del Monte Boulevard to De Forest Road	30	30	35	26-35	73%
21	California Avenue	Reservation Road to Carmel Avenue	35	35	40	30-39	69%
22	California Avenue	Carmel Avenue to Reindollar Avenue	30	22	26	17-26	82%
23	California Avenue	Reindollar Avenue to Imjin Parkway	35	39	44	34-43	75%
24	California Avenue	Imjin Parkway to 8th Street	not posted	24	29	20-29	76%
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	25	18	23	15-24	80%
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	25, no sign	25	30	21-30	67%
27	Carmel Avenue	Del Monte Boulevard to California Avenue	25	27	31	22-31	67%
28	Carmel Avenue	California Avenue to Salinas Avenue	25, no sign	22	27	17-26	67%
29	Salinas Avenue	Carmel Avenue to Reservation Road	25	22	26	18-27	76%
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	not posted	25	30	20-29	72%
31	Patton Parkway	Marina High School to California Avenue	25	37	45	30-39	65%
32	Crescent Street	Patton Parkway to Reindollar Avenue	not posted	27	31	23-32	78%
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	not posted	25	29	21-30	73%
34	Seacrest Avenue	Carmel Avenue to Reservation Road	not posted	28	33	24-33	73%
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	not posted	26	30	21-30	79%
36	Lake Drive	Palm Avenue to Reservation Road	not posted	24	30	20-29	57%
37	Palm Avenue	Lake Drive to Del Monte Boulevard	25, no sign	21	26	17-26	78%
38	Abrams Drive	Preston Drive to Imjin Parkway	30	31	35	27-36	84%
39	Preston Drive	Abrams Drive to Imjin Parkway	25	30	34	25-34	81%
40	3rd Avenue	Imjin Parkway to 8th Street	25	26	31	20-29	78%



Table 3: Daily Traffic Counts Summary

#	Street	Survey Limits	Direction	Roadway Classification	Daily Traffic Volumes		
					NB/EB	SB/WB	Two Way Total
1	Imjin Parkway	State Route 1 to California Avenue	EB/WB	Expressway	13983	14060	28,043
2	Imjin Parkway	California Avenue to Reservation Road	EB/WB	Expressway	12388	13851	26,239
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	NB/SB	Arterial	9860	9050	18,910
4	Del Monte Boulevard	Reservation Road to Beach Road	NB/SB	Arterial	4392	3701	8,093
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	NB/SB	Arterial	3817	3317	7,134
6	Reservation Road	Dunes Drive to Beach Road	EB/WB	Arterial	4367	5033	9,400
7	Reservation Road	Beach Road to Del Monte Boulevard	NB/SB	Arterial	4388	4619	9,007
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	EB/WB	Arterial	9876	9336	19,212
8b	Reservation Road	Crescent Avenue to California Avenue	EB/WB	Arterial	9635	9015	18,650
9	Reservation Road	California Avenue to Salinas Avenue	EB/WB	Arterial	8105	7846	15,951
10	Reservation Road	Salinas Avenue to Imjin Parkway	EB/WB	Arterial	8148	8185	16,333
11	Reservation Road	Imjin Parkway to Blanco Road	EB/WB	Arterial	15760	16170	31,930
12a	8th Street	2nd Avenue to 3rd Avenue	EB/WB	Collector	112	169	281
12b	8th Street	5th Avenue to Inter-Garrison Road	EB/WB	Arterial	1147	961	2,108
13	9th Street	1st Avenue to 2nd Avenue	EB/WB	Arterial	283	496	779
14a	2nd Avenue	Divarty Street to 8th Street	NB/SB	Arterial	1755	2235	3,990
14b	2nd Avenue	8th Street to Imjin Parkway	NB/SB	Arterial	8231	8744	16,975
15	Beach Road	Reservation Road to Del Monte Boulevard	EB/WB	Arterial	2578	3033	5,611
16	De Forest Road	Beach Road to Reservation Road	NB/SB	Collector	857	1004	1,861
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	NB/SB	Collector	473	608	1,081
18	Crescent Avenue	Reservation Road to Carmel Avenue	NB/SB	Collector	1854	1916	3,770



#	Street	Survey Limits	Direction	Roadway Classification	Daily Traffic Volumes		
					NB/EB	SB/WB	Two Way Total
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	NB/SB	Collector	464	484	948
20	Beach Road	Del Monte Boulevard to De Forest Road	EB/WB	Collector	1639	1370	3,009
21	California Avenue	Reservation Road to Carmel Avenue	NB/SB	Collector	1895	2221	4,116
22	California Avenue	Carmel Avenue to Reindollar Avenue	NB/SB	Collector	1813	2367	4,180
23	California Avenue	Reindollar Avenue to Imjin Parkway	NB/SB	Arterial	2868	3173	6,041
24	California Avenue	Imjin Parkway to 8th Street	NB/SB	Arterial	315	344	659
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	EB/WB	Collector	1124	1222	2,346
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	EB/WB	Collector	1186	1365	2,551
27	Carmel Avenue	Del Monte Boulevard to California Avenue	EB/WB	Collector	2351	2423	4,774
28	Carmel Avenue	California Avenue to Salinas Avenue	EB/WB	Collector	452	418	870
29	Salinas Avenue	Carmel Avenue to Reservation Road	NB/SB	Collector	160	143	303
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	NB/SB	Collector	317	395	712
31	Patton Parkway	Marina High School to California Avenue	EB/WB	Collector	279	379	658
32	Crescent Street	Patton Parkway to Reindollar Avenue	NB/SB	Collector	648	518	1,166
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	NB/SB	Collector	546	487	1,033
34	Seacrest Avenue	Carmel Avenue to Reservation Road	NB/SB	Collector	2282	2384	4,666
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	NB/SB	Collector	1771	2003	3,774
36	Lake Drive	Palm Avenue to Reservation Road	NB/SB	Collector	648	826	1,474
37	Palm Avenue	Lake Drive to Del Monte Boulevard	EB/WB	Collector	1827	1722	3,549
38	Abrams Drive	Preston Drive to Imjin Parkway	NB/SB	Collector	1430	1636	3,066
39	Preston Drive	Abrams Drive to Imjin Parkway	EB/WB	Collector	972	736	1,708
40	3rd Avenue	Imjin Parkway to 8th Street	NB/SB	Collector	368	635	1,003

Average Daily Traffic





2.4 TRAFFIC COLLISION DATA

Collisions reported at study roadway segments were obtained from the Statewide Integrated Traffic Records System (SWITRS) database for a period of 5 years from January 2013 to December 2017. Collision rates are a significant factor in determining the appropriate speed limits.

Table 4 summarizes the type and the total number of collisions for all study segments. **Table 5** summarizes the collision rate for the study segments in comparison with the statewide averages.

DEFINITIONS FOR COLLISION TYPES: The types of collisions and their definitions as defined by CHP are listed below:



HEAD-ON: Two motor vehicles, approaching from opposite directions, make direct contact. For example, the front of one vehicle collides with the front of another, or prior to impact, one vehicle skids sideways, causing the side of the skidding vehicle to collide with the front of the other.



SIDESWIPE: One motor vehicle strikes the side of another with a glancing blow. For example, two vehicles are proceeding in the same direction or from opposite directions, and the side of one vehicle strikes the side of the other.



REAR END: Two motor vehicles, traveling in the same direction, make direct contact. For example, the front of one vehicle strikes the rear of another vehicle, or Vehicle #1 approaches Vehicle #2 from the rear and skids sideways during a braking action, causing the side of Vehicle #1 to strike the rear of Vehicle #2.



BROADSIDE: One motor vehicle strikes another vehicle at an angle greater than that of a sideswipe.



HIT OBJECT: A motor vehicle strikes a fixed object or other object.



OVERTURNED: A motor vehicle overturns and no prior collision or hitting an object caused the overturning. This would include a motorcyclist losing control, causing the vehicle to lie down on its side.



AUTO/PED: A vehicle strikes a pedestrian.



OTHER: A collision not covered in the preceding elements. This entry shall be explained in the narrative, such as a vehicle involved with - a bicycle, train, or animal; an automobile fire; passengers falling or jumping from a vehicle; a vehicle backing; a bicycle involved with a pedestrian or another bicycle, etc.



Table 4: Collision History Summary (Jan. 2013 – Dec. 2017)

#	Street	Survey Limits	Total # of Accidents	Accident Type							
				Head-On	Sideswipe	Rear End	Broadside	Hit Object	Overtaken	Auto/Ped	Other
1	Imjin Parkway	State Route 1 to California Avenue	160	4	19	92	32	11			2
2	Imjin Parkway	California Avenue to Reservation Road	233	3	26	159	15	18	5	4	3
3	Del Monte Blvd.	SR1/Reindollar Ave. to Reservation Rd.	133	2	23	53	42	5		5	3
4	Del Monte Blvd.	Reservation Road to Beach Road	31	1	2	3	10	12	2		1
5	Del Monte Blvd.	Beach Road to Marina Greens Drive	17	1	2	3	7	1		2	1
6	Reservation Road	Dunes Drive to Beach Road	24	2	6	9	5			2	
7	Reservation Road	Beach Road to Del Monte Boulevard	35	1	6	5	4	15			4
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	94	2	18	43	17	7		2	5
8b	Reservation Road	Crescent Avenue to California Avenue	49	4	14	16	10	2		1	2
9	Reservation Road	California Avenue to Salinas Avenue	8		2	4	2				
10	Reservation Road	Salinas Avenue to Imjin Parkway	15		2	7	5				1
11	Reservation Road	Imjin Parkway to Blanco Road	50	2	8	25	7	7	1		
12a	8th Street	2nd Avenue to 3rd Avenue	1				1				
12b	8th Street	5th Avenue to Inter-Garrison Road	4	1			1	2			
13	9th Street	1st Avenue to 2nd Avenue	4		1		2	1			
14a	2nd Avenue	Divarty Street to 8th Street	1			1					
14b	2nd Avenue	8th Street to Imjin Parkway	22		7	5	4	3			3
15	Beach Road	Reservation Rd. to Del Monte Blvd.	29	2	8	3	6	4		1	5
16	De Forest Road	Beach Road to Reservation Road	13		2	4	4	1		1	1
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	5	2	2		1				
18	Crescent Avenue	Reservation Road to Carmel Avenue	13		1	1	5	2	1	1	2



#	Street	Survey Limits	Total # of Accidents	Accident Type							
				Head-On	Sideswipe	Rear End	Broadside	Hit Object	Overtaken	Auto/Ped	Other
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	3	1		1		1			
20	Beach Road	Del Monte Boulevard to De Forest Road	21	2	8	4	3	3			1
21	California Avenue	Reservation Road to Carmel Avenue	6		1	1	1	1		2	
22	California Avenue	Carmel Avenue to Reindollar Avenue	5		1	1	1	2			
23	California Avenue	Reindollar Avenue to Imjin Parkway	14	2	1	4	4	2	1		
24	California Avenue	Imjin Parkway to 8th Street	2			1					1
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	28	1	11	2	8	4			2
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	4	1		1	1	1			
27	Carmel Avenue	Del Monte Boulevard to California Avenue	55	3	16	15	14	3		2	2
28	Carmel Avenue	California Avenue to Salinas Avenue	13	1	4	5	2	1			
29	Salinas Avenue	Carmel Avenue to Reservation Road	0								
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	4		1	2	1				
31	Patton Parkway	Marina High School to California Ave.	2	1			1				
32	Crescent Street	Patton Parkway to Reindollar Avenue	4		2	1	1				
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	4	1	1		1	1			
34	Seacrest Avenue	Carmel Avenue to Reservation Road	14	2	6	2	1	2		1	
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	16		7	4	3			1	1
36	Lake Drive	Palm Avenue to Reservation Road	13	2	2	2	2	4			1
37	Palm Avenue	Lake Drive to Del Monte Boulevard	12	2	2	3	4				1
38	Abrams Drive	Preston Drive to Imjin Parkway	5	1	1	1	1	1			
39	Preston Drive	Abrams Drive to Imjin Parkway	4		1	1	2				
40	3rd Avenue	Imjin Parkway to 8th Street	1					1			



Table 5: Collision Rate Summary

#	Street	Survey Limits	# of Collisions (Jan. 2013 – Dec. 2017)	Collision Rate	State Average Collision Rate	Less than State Average?
1	Imjin Parkway	State Route 1 to California Avenue	160	3.27	0.92	NO
2	Imjin Parkway	California Avenue to Reservation Road	233	2.40	0.68	NO
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	133	5.64	1.3	NO
4	Del Monte Boulevard	Reservation Road to Beach Road	31	4.79	1.3	NO
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	17	2.57	1.37	NO
6	Reservation Road	Dunes Drive to Beach Road	24	4.12	1.37	NO
7	Reservation Road	Beach Road to Del Monte Boulevard	35	3.64	1.37	NO
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	94	5.30	1.3	94
8b	Reservation Road	Crescent Avenue to California Avenue	49	3.25	1.61	49
9	Reservation Road	California Avenue to Salinas Avenue	8	0.63	1.61	YES
10	Reservation Road	Salinas Avenue to Imjin Parkway	15	0.66	1.3	YES
11	Reservation Road	Imjin Parkway to Blanco Road	50	1.36	1.3	NO
12a	8th Street	2nd Avenue to 3rd Avenue	1	12.11	1.37	NO
12b	8th Street	5th Avenue to Inter-Garrison Road	4	1.67	1.37	NO
13	9th Street	1st Avenue to 2nd Avenue	4	9.22	1.37	NO
14a	2nd Avenue	Divarty Street to 8th Street	1	0.23	1.37	YES
14b	2nd Avenue	8th Street to Imjin Parkway	22	1.58	1.37	NO
15	Beach Road	Reservation Road to Del Monte Boulevard	29	10.56	1.37	NO
16	De Forest Road	Beach Road to Reservation Road	13	4.42	1.37	NO
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	5	5.62	1.37	NO
18	Crescent Avenue	Reservation Road to Carmel Avenue	13	6.51	1.37	NO
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	3	3.73	1.37	NO



#	Street	Survey Limits	# of Collisions (Jan. 2013 – Dec. 2017)	Collision Rate	State Average Collision Rate	Less than State Average?
20	Beach Road	Del Monte Boulevard to De Forest Road	21	7.29	1.37	NO
21	California Avenue	Reservation Road to Carmel Avenue	6	2.75	1.37	NO
22	California Avenue	Carmel Avenue to Reindollar Avenue	5	2.87	1.37	NO
23	California Avenue	Reindollar Avenue to Imjin Parkway	14	1.84	1.37	NO
24	California Avenue	Imjin Parkway to 8th Street	2	3.40	1.37	NO
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	28	7.12	1.37	NO
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	4	1.56	1.37	NO
27	Carmel Avenue	Del Monte Boulevard to California Avenue	55	8.35	1.37	NO
28	Carmel Avenue	California Avenue to Salinas Avenue	13	18.80	1.37	NO
29	Salinas Avenue	Carmel Avenue to Reservation Road	0	0.00	1.37	YES
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	4	14.41	1.37	NO
31	Patton Parkway	Marina High School to California Avenue	2	3.58	1.37	NO
32	Crescent Street	Patton Parkway to Reindollar Avenue	4	13.80	1.37	NO
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	4	7.46	1.37	NO
34	Seacrest Avenue	Carmel Avenue to Reservation Road	14	5.76	1.37	NO
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	16	8.21	1.37	NO
36	Lake Drive	Palm Avenue to Reservation Road	13	12.31	1.37	NO
37	Palm Avenue	Lake Drive to Del Monte Boulevard	12	10.20	1.37	NO
38	Abrams Drive	Preston Drive to Imjin Parkway	5	5.24	1.37	NO
39	Preston Drive	Abrams Drive to Imjin Parkway	4	2.10	1.37	NO
40	3rd Avenue	Imjin Parkway to 8th Street	1	1.48	1.37	NO

Note: The segments below the statewide average collision rate would be considered to be non-hazardous.



3.0 SPEED LIMIT RECOMMENDATIONS

The setting of speed limits requires a rational and defensible procedure to maintain the confidence of the public and legal systems. Speed limit determinations rely on the premise that a reasonable speed limit is one that conforms to the actual behavior of the majority of drivers; one will be able to select a speed limit that is both reasonable and effective by measuring drivers' speeds.

In 2004, in order to better conform to the standards established in the Federal Highway Administration's *Manual on Uniform Traffic Control Devices (MUTCD)*, the speed zoning section of the California MUTCD was changed to require rounding the 85th percentile to the nearest 5 mph increment rather than the lower 5 mph increment. This specific guideline revision resulted in raising certain street speed limits and had become a challenge to state and local jurisdictions.

In 2007, the California Traffic Control Devices Committee (CTCDC) ruled to approve a language change in the CA MUTCD to clarify how local speed limits should be set. Caltrans ultimately issued a *Traffic Operations Policy Directive (TOPD No. 09-04)*, effective July 1, 2009, which clearly defined these changes and incorporated new requirements into the CA MUTCD. The changes are summarized below:

- ▶ Posted speed limits will be set "rounded to the nearest" 5 mph increment of the 85th percentile speed.
- ▶ Jurisdictions can lower this speed by an additional 5 mph based on and justified by conditions and factors cited in the California Vehicle Code.

Studies of the effects of establishing, raising and lowering speed limits include federal studies FHWA-RD-92-084 and FHWA-RD-98-154. These studies demonstrate that the most effective attribute in establishing the speed limit is to determine the 85th percentile speed and set the posted speed close to that value. The empirical data in these studies demonstrates that setting the speed limit too high or too low can increase collisions. Speed limits that are set near the 85th percentile speed of free flowing traffic are safer and produce less variance in vehicle speeds. Because of this, the 85th percentile is used to establish the upper limit of operating speeds that are considered reasonable and prudent. In addition, setting the speed limit arbitrarily low often makes violators of a disproportionate number of drivers, does not facilitate the orderly movement of traffic, and requires constant enforcement to maintain compliance.

The 2014 Edition of the CA MUTCD requires as a standard that a speed limit shall be established at the nearest 5 mph increment of the 85th percentile speed, except that the posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed in compliance with CVC Sections 627 and CVC 22358.5. According to CVC 21400, for cases in which the nearest 5 mph increment of the 85th percentile speed would require rounding up, the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used. The following examples are provided to explain the application of these speed limit criteria:

- ▶ If the 85th percentile speed in a speed survey for a location was 37 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 37 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.
- ▶ If the 85th percentile speed in a speed survey for a location was 33 mph, then the speed limit would be established at 35 mph since it is the closest 5 mph increment to the 33 mph speed. The 35 mph established speed limit can be reduced by 5 mph to 30 mph if the conditions and



justification for using this lower speed limit are documented in the E&TS and approved by a registered Civil or Traffic Engineer.

Section 2B.13 of the 2014 CA MUTCD specifies that the above examples apply to all E&TS performed on or after July 1, 2009, as outlined in *Traffic Operations Policy Directive (No. 09-04)*, described above. The section further states that justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

- ▶ Road characteristics, shoulder condition, grade, alignment, and sight distance
- ▶ 10 mph pace speed (a 10 mile range in which the highest number of data is recorded)
- ▶ Roadside development and environment
- ▶ Parking practices and bicycle/pedestrian activity
- ▶ Reported crash experience for at least a 12-month period

In addition to the technical factors described above, the following factors may be considered when determining the final speed limit, within the requirements described above:

- ▶ Avoid changing the existing posted speed limit, unless roadway or land use characteristics have changed since the previous E&TS
- ▶ Avoid frequent speed limit increases and decreases along a roadway
- ▶ Minimize the number of 5 mph speed limit increases or decreases along a roadway

The guidelines from the *2014 California Manual for Setting Speed Limits (May 9, 2014; updated March 9, 2018)* published by Caltrans were followed in this study. The speed limit recommendations are proposed for the 43 street segments in the study based on the above discussed guidelines and speed data analysis. The speed limit for each study segment was recommended after determining the average speed, 85th percentile speed, pace speed and considering other significant factors such as existing land use, roadway design characteristics and accident rates. **Appendix A** presents the results of the traffic survey analyses, which include prevailing speed data, accident history, traffic factors, and roadway conditions. The recommended speed limit for each street segment is also shown with a comment on the rationale for the recommendation.

Table 6 shows the existing and recommended speed limits for all of the 43 study segments. **Figure 3** illustrates segments with recommended speed limit changes, and **Figure 4** shows the recommended speed limit for all of the study segments. The recommendations are highlighted below:

AN INCREASE OF 5 MPH IN SPEED LIMIT IS RECOMMENDED FOR 11 ROADWAY SEGMENTS:

- 1) Segment #1 Imjin Parkway from State Route 1 to California Avenue
- 2) Segment #2 Imjin Parkway from Imjin Road to Reservation Road
- 3) Segment #3 Del Monte Boulevard from SR1/Reindollar Avenue to Reservation Road
- 4) Segment #16 De Forest Road from Beach Road to Reservation Road
- 5) Segment #17 Crescent Avenue from Quebrada Del Mar to Reservation Road
- 6) Segment #19 Cardoza Avenue from Reservation Road to Aaron Way (End)
- 7) Segment #21 California Avenue from Reservation Road to Carmel Avenue
- 8) Segment #23 California Avenue from Reindollar Avenue to Imjin Parkway
- 9) Segment #26 Reindollar Avenue/Bostick Avenue from California Avenue to Carmel Avenue
- 10) Segment #39 Preston Drive from Abrams Drive to Imjin Parkway



- 11) Segment #40 3rd Avenue from Imjin Parkway to 8th Street

AN INCREASE OF 10 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

- 1) Segment #14a 2nd Avenue from Divarty Street to 8th Street

A DECREASE OF 10 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

- 1) Segment #12a 8th Street from 2nd Avenue to 3rd Avenue

AN INCREASE OF 15 MPH IN SPEED LIMIT IS RECOMMENDED FOR ONE ROADWAY SEGMENT:

- 1) Segment #31 Patton Parkway from Marina High School to California Avenue

THERE IS NO CHANGE IN SPEED LIMITS FOR THE FOLLOWING 20 ROADWAY SEGMENTS:

- 1) Segment #4 Del Monte Boulevard from Reservation Road to Beach Road
- 2) Segment #5 Del Monte Boulevard from Beach Road to Marina Greens Drive
- 3) Segment #6 Reservation Road from Dunes Drive to Beach Road
- 4) Segment #7 Reservation Road from Beach Road to Del Monte Boulevard
- 5) Segment #8a Reservation Road from Del Monte Boulevard to Crescent Avenue
- 6) Segment #8b Reservation Road from Crescent Avenue to California Avenue
- 7) Segment #9 Reservation Road from California Avenue to Salinas Avenue
- 8) Segment #10 Reservation Road from Salinas Avenue to Imjin Parkway
- 9) Segment #11 Reservation Road from Imjin Parkway to Blanco Road
- 10) Segment #14b 2nd Avenue from 8th Street to Imjin Parkway
- 11) Segment #15 Beach Road from Reservation Road to Del Monte Boulevard
- 12) Segment #18 Crescent Avenue from Reservation Road to Carmel Avenue
- 13) Segment #20 Beach Road from Del Monte Boulevard to De Forest Road
- 14) Segment #22 California Avenue from Carmel Avenue to Reindollar Avenue
- 15) Segment #25 Reindollar Avenue from Del Monte Boulevard to California Avenue
- 16) Segment #27 Carmel Avenue from Del Monte Boulevard to California Avenue
- 17) Segment #28 Carmel Avenue from California Avenue to Salinas Avenue
- 18) Segment #29 Salinas Avenue from Carmel Avenue to Reservation Road
- 19) Segment #37 Palm Avenue from Lake Drive to Del Monte Boulevard
- 20) Segment #38 Abrams Drive from Preston Drive to Imjin Parkway

ESTABLISHING A POSTED SPEED LIMIT IS RECOMMENDED FOR NINE SEGMENTS:

- 1) Segment #12b 8th Street from 5th Avenue to Inter-Garrison Road
- 2) Segment #13 9th Street from 1st Avenue to 2nd Avenue
- 3) Segment #24 California Avenue from Imjin Parkway to 8th Street
- 4) Segment #30 Paul Davis Drive from Healy Avenue to Marina Greens Driver
- 5) Segment #32 Crescent Street from Patton Parkway to Reindollar Avenue
- 6) Segment #33 Vaughn Avenue from Reindollar Avenue to Carmel Avenue
- 7) Segment #34 Seacrest Avenue from Carmel Avenue to Reservation Road



- 8) Segment #35 Sunset Avenue from Reindollar Avenue to Carmel Avenue
- 9) Segment #36 Lake Drive from Palm Avenue to Reservation Road

**Table 6: Recommended Speed Limits Summary**

#	Street	Survey Limits	Width (feet)	Speed (mph)			Changes to Existing Speed Limit
				Existing	85th Percentile	Recommended	
1	Imjin Parkway	State Route 1 to California Avenue	70-80	45	53	50	5
2	Imjin Parkway	California Avenue to Reservation Road	40	45	54	50	5
3	Del Monte Boulevard	SR1/Reindollar Avenue to Reservation Road	90	35	43	40	5
4	Del Monte Boulevard	Reservation Road to Beach Road	65	40	41	40	0
5	Del Monte Boulevard	Beach Road to Marina Greens Drive	50	40, no sign	45	40	0
6	Reservation Road	Dunes Drive to Beach Road	40	35	36	35	0
7	Reservation Road	Beach Road to Del Monte Boulevard	40	35	31	35	0
8a	Reservation Road	Del Monte Boulevard to Crescent Avenue	90	35	36	35	0
8b	Reservation Road	Crescent Avenue to California Avenue	90	40	47	40	0
9	Reservation Road	California Avenue to Salinas Avenue	80	45	51	45	0
10	Reservation Road	Salinas Avenue to Imjin Parkway	60	55	50	55	0
11	Reservation Road	Imjin Parkway to Blanco Road	100	55	59	55	0
12a	8th Street	2nd Avenue to 3rd Avenue	34	35	24	25	-10
12b	8th Street	5th Avenue to Inter-Garrison Road	30	not posted	40	40	New
13	9th Street	1st Avenue to 2nd Avenue	40	not posted	31	30	New
14a	2nd Avenue	Divarty Street to 8th Street	65	35	44	45	10
14b	2nd Avenue	8th Street to Imjin Parkway	65	35	32	35	0
15	Beach Road	Reservation Road to Del Monte Boulevard	50-90	35, no sign	34	35	0
16	De Forest Road	Beach Road to Reservation Road	40	25	35	30	5
17	Crescent Avenue	Quebrada Del Mar to Reservation Road	60	25	31	30	5
18	Crescent Avenue	Reservation Road to Carmel Avenue	45	30	34	30	0



#	Street	Survey Limits	Width (feet)	Speed (mph)			Changes to Existing Speed Limit
				Existing	85th Percentile	Recommended	
19	Cardoza Avenue	Reservation Road to Aaron Way (End)	60	30	35	35	5
20	Beach Road	Del Monte Boulevard to De Forest Road	35	30	35	30	0
21	California Avenue	Reservation Road to Carmel Avenue	50	35	40	40	5
22	California Avenue	Carmel Avenue to Reindollar Avenue	30-60	30	26	30	0
23	California Avenue	Reindollar Avenue to Imjin Parkway	35	35	44	40	5
24	California Avenue	Imjin Parkway to 8th Street	20	not posted	29	30	New
25	Reindollar Avenue	Del Monte Boulevard to California Avenue	40	25	23	25	0
26	Reindollar Avenue/ Bostick Avenue	California Avenue to Carmel Avenue	40	25, no sign	30	30	5
27	Carmel Avenue	Del Monte Boulevard to California Avenue	40	25	31	25	0
28	Carmel Avenue	California Avenue to Salinas Avenue	40	25, no sign	27	25	0
29	Salinas Avenue	Carmel Avenue to Reservation Road	20	25	26	25	0
30	Paul Davis Drive	Healy Avenue to Marina Greens Drive	40	not posted	30	30	New
31	Patton Parkway	Marina High School to California Avenue	25	25	45	40	15
32	Crescent Street	Patton Parkway to Reindollar Avenue	40	not posted	31	25	New
33	Vaughn Avenue	Reindollar Avenue to Carmel Avenue	30	not posted	29	25	New
34	Seacrest Avenue	Carmel Avenue to Reservation Road	40	not posted	33	30	New
35	Sunset Avenue	Reindollar Avenue to Carmel Avenue	40	not posted	30	25	New
36	Lake Drive	Palm Avenue to Reservation Road	40	not posted	30	30	New
37	Palm Avenue	Lake Drive to Del Monte Boulevard	40	25, no sign	26	25	0
38	Abrams Drive	Preston Drive to Imjin Parkway	25-40	30	35	30	0
39	Preston Drive	Abrams Drive to Imjin Parkway	30	25	34	30	5
40	3rd Avenue	Imjin Parkway to 8th Street	30	25	31	30	5

Recommended Speed Limit Changes

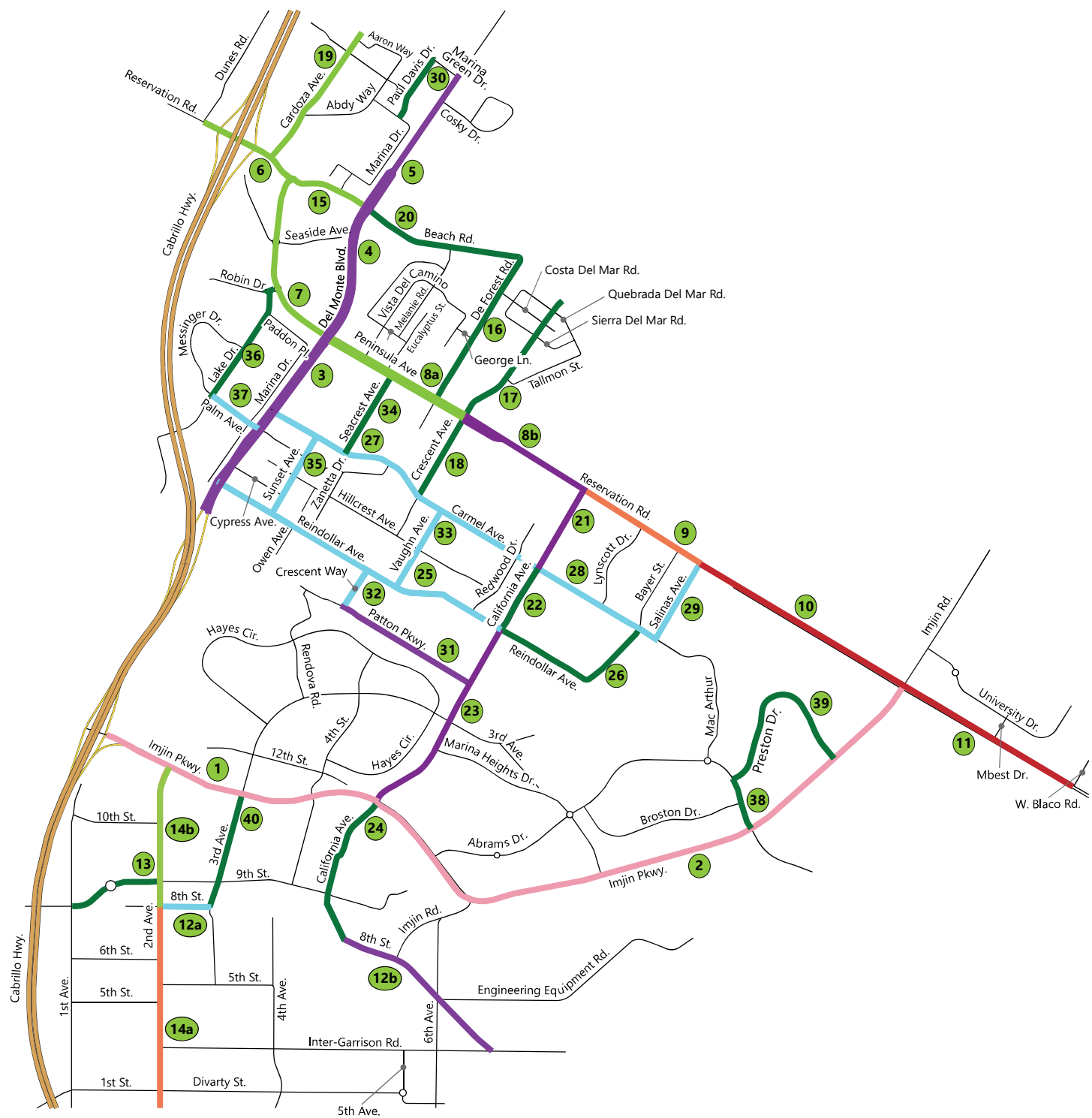


LEGEND

- Reduce by 10 mph
- Increase by 5 mph
- Increase by 10 mph
- Increase by 15 mph
- Establish New Speed Limit
- Segment ID



Recommended Speed Limits



Recommended Speed Limits

55 mph	40 mph	25 mph
50 mph	35 mph	X Segment ID
45 mph	30 mph	





APPENDIX A

RECOMMENDED SPEED LIMIT CERTIFICATIONS

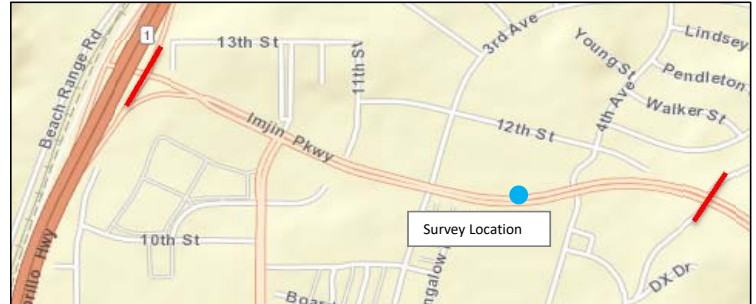
Street: Imjin Pkwy
Limits: State Route 1 to California Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o 4th St.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	176
85th Percentile (mph)	53
10 mph Pace	44-53
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	28,043
Length of Segment (mi.)	0.96
Street Classification	Expressway

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	160
Accident Rate (Acc/MVM)	3.27
Statewide Average Accident Rate	0.92

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped.
Roadway Geometrics	Two-lane divided roadway with raised medians, bike lanes, and a parallel bike path on the south side. Sidewalks are present on the north side and on the south side south of 2nd Street. Signalized intersections have turn pockets and crosswalks. The segment features vertical curves near California Avenue.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 50 mph. The high collision rate and presence of bicycle lanes and pedestrian crossings indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 45 mph

Recommended Speed Limit: 50 mph

3 This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



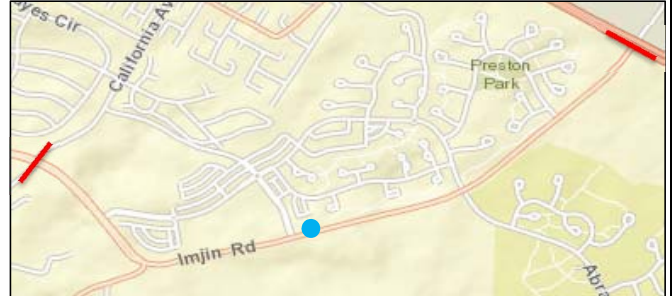
Street: Imjin Pkwy
Limits: California Ave. to Reservation Rd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Marina Heights Dr.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	177
85th Percentile (mph)	54
10 mph Pace	45-54
Percent in Pace	82%



B. Traffic Factors

Average Daily Traffic (ADT)	26,239
Length of Segment (mi.)	2.03
Street Classification	Expressway

Survey Location

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	233
Accident Rate (Acc/MVM)	2.4
Statewide Average Accident Rate	0.68

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped.
Roadway Geometrics	Two-lane roadway with raised medians west of Imjin Road and double yellow center striping between California Ave. and Reservation Rd. Bike lanes are present along the segment. Signalized intersections have turn pockets and crosswalks. The segment features vertical and horizontal curves east of California Ave.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 50 mph. The high collision rate and presence of bicycle lanes and pedestrian crossings indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 45 mph

Recommended Speed Limit: 50 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



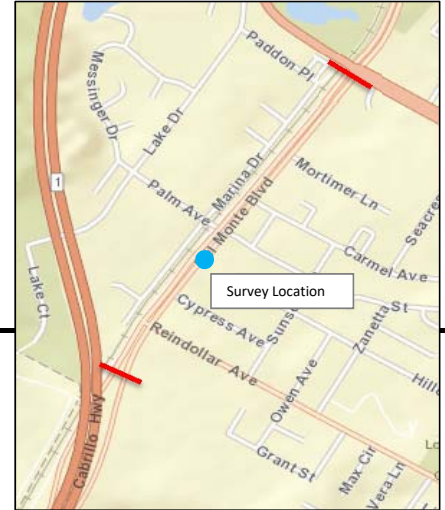
Street: Del Monte Blvd.
Limits: SRI/Reindollar Ave. to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Palm Ave.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	158
85th Percentile (mph)	43
10 mph Pace	34-43
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	18,910
Length of Segment (mi.)	0.68
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	133
Accident Rate (Acc/MVM)	5.64
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally commercial on the east side. Railroad tracks run parallel to the west side.
Roadway Geometrics	Four-lane divided roadway with raised medians, with sidewalks and commercial driveways on the east side only. Signalized intersections have turn pockets and crosswalks. There is a parallel bike path on the west side, and school crossings at Palm Ave. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 40 mph. The high collision rate and presence of pedestrian crossings indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



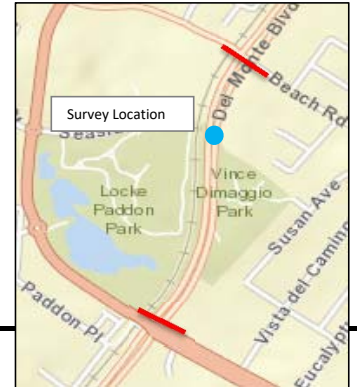
Street: Del Monte Blvd.
Limits: Reservation Rd. to Beach Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Beach Rd.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	40
# Speed Data Collected	204
85th Percentile (mph)	41
10 mph Pace	31-40
Percent in Pace	77%



B. Traffic Factors

Average Daily Traffic (ADT)	8,093
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	31
Accident Rate (Acc/MVM)	4.79
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are commercial, with two parks.
Roadway Geometrics	Four-lane divided roadway with raised medians, with sidewalks on the east side only. There is a roundabout with crosswalks at the northern segment limit and a signalized intersection with turn pockets and crosswalks at the southern limit. There is a parallel bike path on the west side. The segment features gentle vertical and horizontal curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. This is further supported by the high collision rate , and for consistency with adjacent roadway segments .

Speed Limit Change? **No**

Existing Speed Limit: 40 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: Del Monte Blvd.
Limits: Beach Rd. to Marina Greens Dr.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Cosky Dr.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	40, not posted
# Speed Data Collected	212
85th Percentile (mph)	45
10 mph Pace	35-44
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	7,134
Length of Segment (mi.)	0.51
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	17
Accident Rate (Acc/MVM)	2.57
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are multifamily residential.
Roadway Geometrics	Two-lane roadway with double yellow center striping and raised medians immediately north of Beach Road. Sidewalks are present on the east side only. The roundabout intersection at Beach Road provides the only crosswalks on the segment. Parking is generally allowed. The segment is straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. Due to the elevated collision rate , and for consistency with adjacent roadway segments , a permitted 5 mph reduction to the 85th percentile speed was applied. Speed limit should be posted on the segment.

Speed Limit Change? **No**

Existing Speed Limit: 40 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



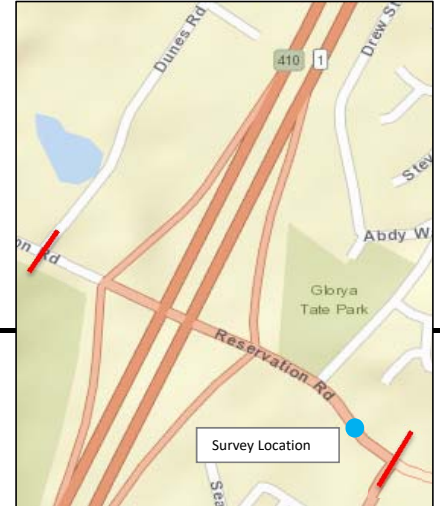
Street: Reservation Rd.
Limits: Dunes Dr. to Beach Rd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Cardoza Ave.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	141
85th Percentile (mph)	36
10 mph Pace	27-36
Percent in Pace	54%



B. Traffic Factors

Average Daily Traffic (ADT)	9,400
Length of Segment (mi.)	0.34
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	24
Accident Rate (Acc/MVM)	4.12
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one park and one hotel.
Roadway Geometrics	Two-lane undivided roadway with double yellow center striping, bike lanes, and sidewalks. Signalized intersections have left turn pockets and crosswalks. The segment features two alternating horizontal curves west of Beach Rd.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: Reservation Rd.
Limits: Beach Rd. to Del Monte Blvd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Del Monte Blvd.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	194
85th Percentile (mph)	31
10 mph Pace	22-31
Percent in Pace	80%



B. Traffic Factors

Average Daily Traffic (ADT)	9,007
Length of Segment (mi.)	0.59
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	35
Accident Rate (Acc/MVM)	3.64
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one hotel north of Seaside Circle and parks and residential uses south of Seaside Circle
Roadway Geometrics	Two-lane undivided roadway with double yellow center striping and a section of painted median north of Seaside Ave. The segment includes bike lanes and sidewalks on both sides. There are two roundabouts on the segment, and the signalized intersections at either end include left turn pockets and crosswalks. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



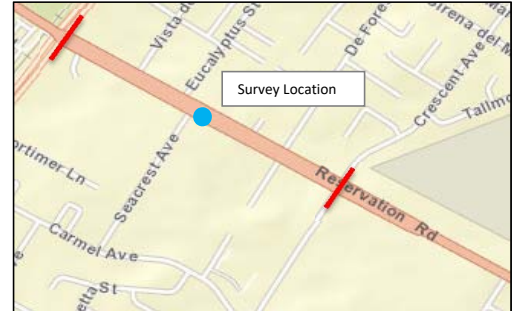
Street: Reservation Rd.
Limits: Del Monte Boulevard to Crescent Avenue
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Seacrest Ave
Date of Survey	7/2/2019
Posted Speed Limit (mph)	35
# Speed Data Collected	224
85th Percentile (mph)	36
10 mph Pace	26-35
Percent in Pace	64%



B. Traffic Factors

Average Daily Traffic (ADT)	19,212
Length of Segment (mi.)	0.51
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	94
Accident Rate (Acc/MVM)	5.3
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally commercial, with some multifamily residential
Roadway Geometrics	Four-lane roadway with raised medians. The segment includes bike lanes and sidewalks on both sides. Intersections are generally signalized and include left turn pockets and crosswalks. On-street parking is allowed on intermittent portions of the segment. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



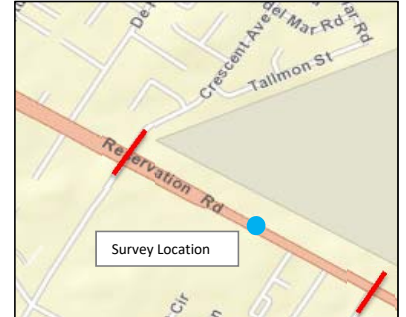
Street: Reservation Rd.
Limits: Crescent Avenue to California Avenue
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Ocean Terrace
Date of Survey	5/17/2018
Posted Speed Limit (mph)	40
# Speed Data Collected	206
85th Percentile (mph)	47
10 mph Pace	36-45
Percent in Pace	56%



B. Traffic Factors

Average Daily Traffic (ADT)	18,650
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	49
Accident Rate (Acc/MVM)	3.25
Statewide Average Accident Rate	1.61

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed commercial and residential.
Roadway Geometrics	Four-lane roadway with two-way left turn lanes east of Crescent Ave. The segment includes bike lanes and sidewalks on both sides, although there are large gaps in the sidewalk on the north side. Intersections at either end are signalized and include left turn pockets and crosswalks. On-street parking is allowed on intermittent portions of the segment. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 40 mph speed limit. Due to the high collision rate , a permitted 5 mph reduction to the 85th percentile speed was applied.

Speed Limit Change? **No**

Existing Speed Limit: 40 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



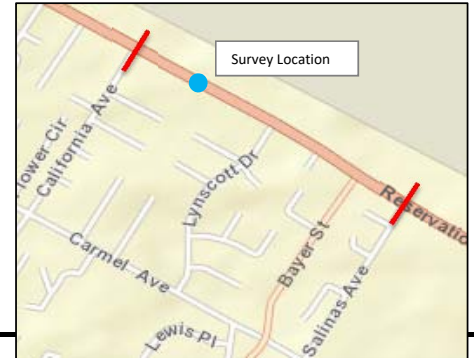
Street: Reservation Rd.
Limits: California Ave. to Salinas Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o California Ave.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	45
# Speed Data Collected	223
85th Percentile (mph)	51
10 mph Pace	40-49
Percent in Pace	68%



B. Traffic Factors

Average Daily Traffic (ADT)	15,951
Length of Segment (mi.)	0.44
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	8
Accident Rate (Acc/MVM)	0.63
Statewide Average Accident Rate	1.61

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are residential on the south side and mixed commercial/industrial on the north side.
Roadway Geometrics	Four-lane undivided roadway with a two-way left turn lane, bike lanes, and sidewalks on both sides. The signalized intersection at California Avenue includes turn pockets and the only crosswalk on the segment. On-street parking is generally allowed. The segment features two gentle, alternating horizontal curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 45 mph speed limit. The presence of bike lanes and the lack of pedestrian crossings east of California Avenue , in combination with bus stops on both sides of the roadway, suggest that increasing the speed limit would reduce pedestrian and bicycle safety , therefore, a permitted 5 mph reduction to the 85th percentile speed was applied.

Speed Limit Change? **No**

Existing Speed Limit: 45 mph

Recommended Speed Limit: 45 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: Reservation Rd.
Limits: Salinas Ave. to Imjin Pkwy
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Salinas Ave.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	55
# Speed Data Collected	166
85th Percentile (mph)	50
10 mph Pace	38-47
Percent in Pace	57%



B. Traffic Factors

Average Daily Traffic (ADT)	16,333
Length of Segment (mi.)	0.76
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	15
Accident Rate (Acc/MVM)	0.66
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped.
Roadway Geometrics	Four-lane divided roadway with a raised median. The signalized intersection at Imjin Pkwy. Provides left turn pockets and the only crosswalk on the segment. There is a bike path parallel to the roadway on the south side. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 55 mph speed limit for consistency with the adjacent roadway segment to the east.

Speed Limit Change? **No**

Existing Speed Limit: 55 mph

Recommended Speed Limit: 55 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: Reservation Rd.
Limits: Imjin Pkwy to Blanco Rd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Mbest Dr.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	55
# Speed Data Collected	207
85th Percentile (mph)	59
10 mph Pace	50-59
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	31,930
Length of Segment (mi.)	0.63
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	50
Accident Rate (Acc/MVM)	1.36
Statewide Average Accident Rate	1.3

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped.
Roadway Geometrics	Five-lane divided roadway with raised medians. Signalized intersections have turn pockets and crosswalks. There is a bike path parallel to the roadway on the south side. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 55 mph speed limit. A higher speed limit is not recommended on a segment with closely spaced signalized intersections , therefore, a permitted 5 mph reduction to the 8th percentile speed was applied.

Speed Limit Change? **No**

Existing Speed Limit: 55 mph

Recommended Speed Limit: 55 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: 8th St.
Limits: 2nd Ave. to 3rd Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	9/12/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	35
85th Percentile (mph)	24
10 mph Pace	1
Percent in Pace	74%



B. Traffic Factors

Average Daily Traffic (ADT)	281
Length of Segment (mi.)	0.16
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	12.11
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is residential to the north, university buildings to the south.
Roadway Geometrics	Two-lane undivided roadway with no striping. The segment currently includes a large gap, surrounded by undeveloped land. There are sidewalks and bike lanes west of 3rd Ave., and all intersections are unsignalized. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support decreasing the posted speed limit by 10 mph to 25 mph.

Speed Limit Change? **Yes**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



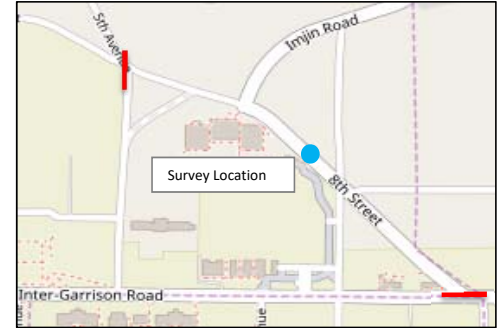
Street: 8th St.
Limits: 5th Ave. to Inter-Garrison Rd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Imjin Rd.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	107
85th Percentile (mph)	40
10 mph Pace	29-38
Percent in Pace	74%



B. Traffic Factors

Average Daily Traffic (ADT)	2,108
Length of Segment (mi.)	0.62
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	1.67
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	The land adjacent to this roadway is generally undeveloped, with university student apartments near Inter-Garrison Road.
Roadway Geometrics	Two-lane roadway featuring double yellow striping. All intersections are unsignalized. The segment features multiple horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 40 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: 9th St.
Limits: 1st Ave. to 2nd Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o 1st Ave.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	101
85th Percentile (mph)	31
10 mph Pace	20-29
Percent in Pace	75%



B. Traffic Factors

Average Daily Traffic (ADT)	779
Length of Segment (mi.)	0.31
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	9.22
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is generally multifamily residential.
Roadway Geometrics	Two-lane roadway with double yellow striping, bike lanes, and sidewalks along most of the segment. The segment includes a roundabout, with side streets still under construction. There are crosswalks at the roundabout and at 2nd Street. The intersection at 2nd St. includes left turn pockets. Parking is allowed intermittently. The land along the west half of the segment is currently under development. The segment features alternating horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



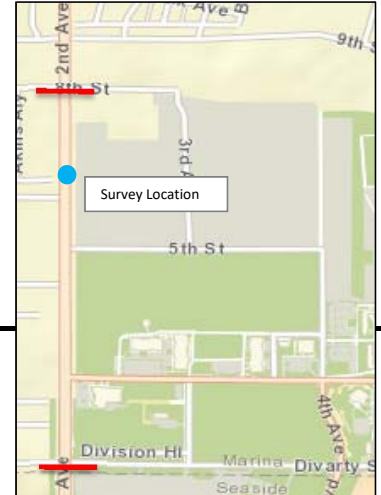
Street: 2nd Ave.
Limits: Divarty Street to 8th Street
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o 6th St.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	126
85th Percentile (mph)	44
10 mph Pace	32-41
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	3,990
Length of Segment (mi.)	0.59
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	0.23
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are undeveloped/disused barracks on the west side of the roadway and partly developed university land.
Roadway Geometrics	Two-to-four-lane divided roadway with raised medians, bike lanes, and intermittent sidewalks. There is a parallel bike path on the east side of the roadway. Intersections are all unsignalized, with left turn pockets and crosswalks. The segment includes multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 10 mph to 45 mph.

Speed Limit Change? **Yes**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 45 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



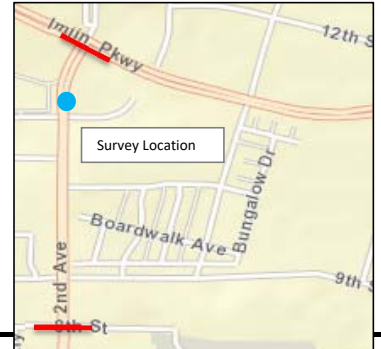
Street: 2nd Ave.
Limits: 8th Street to Imjin Parkway
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o General Stilwell Dr.
Date of Survey	7/2/2019
Posted Speed Limit (mph)	35
# Speed Data Collected	150
85th Percentile (mph)	32
10 mph Pace	23-32
Percent in Pace	81%



B. Traffic Factors

Average Daily Traffic (ADT)	16,975
Length of Segment (mi.)	0.45
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	22
Accident Rate (Acc/MVM)	1.58
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed, with multifamily residential, commercial, and undeveloped land.
Roadway Geometrics	Two-to-four-lane divided roadway with raised medians, bike lanes, and intermittent sidewalks. There is a parallel bike path on the east side of the roadway. The intersections of Imjin Pkwy. And General Stilwell Dr., are signalized, with left turn pockets and crosswalks at all signalized and unsignalized intersections. The segment includes one horizontal curve north of General Stilwell Dr. and multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



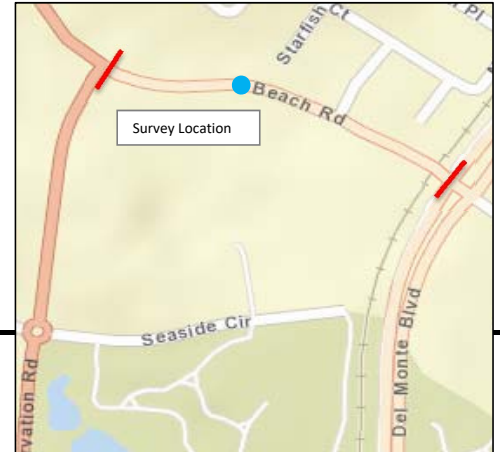
Street: Beach Rd.
Limits: Reservation Rd. to Del Monte Blvd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Marina Dr.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	35, no sign
# Speed Data Collected	170
85th Percentile (mph)	34
10 mph Pace	24-33
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	5,611
Length of Segment (mi.)	0.27
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	29
Accident Rate (Acc/MVM)	10.56
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are mixed commercial and single family residential.
Roadway Geometrics	Two-lane undivided road with double yellow striping, bike lanes, and intermittent sidewalks. There is a bike path parallel to the roadway on the south side. There is a signalized intersection with left turn pockets at Del Monte Blvd. and a roundabout at Del Monte Blvd, both of which provide crosswalks. The roadway width varies widely. The segment features two alternating horizontal curves and a steady incline.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 35 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change? **No**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: De Forest Rd.
Limits: Beach Rd. to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o Oak Cir.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	113
85th Percentile (mph)	35
10 mph Pace	25-34
Percent in Pace	81%



B. Traffic Factors

Average Daily Traffic (ADT)	1,861
Length of Segment (mi.)	0.87
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	4.42
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway, generally with no centerline, and with sidewalks on both sides. There is one signal at Reservation Road, which includes left turn pockets and crosswalk. There is an enhanced visibility crosswalk at Windyhill Park on the north end of the segment. On-street parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph. The high collision rate and residential driveway density indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction to the 85th percentile speed was applied.

Speed Limit Change? **Yes**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



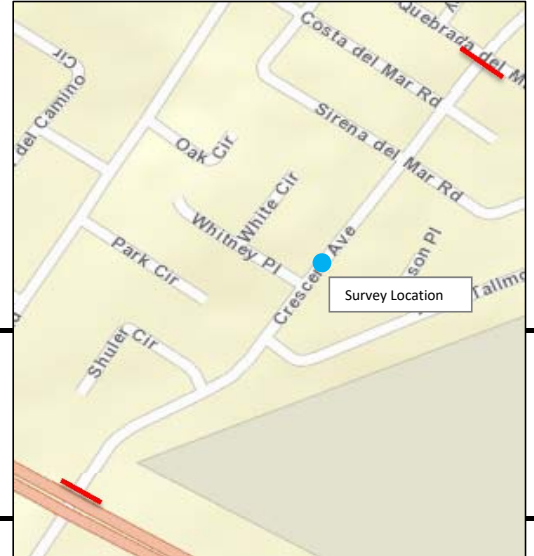
Street: Crescent Ave.
Limits: Quebrada Del Mar to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o Whitney Pl.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	116
85th Percentile (mph)	31
10 mph Pace	25-34
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	1,081
Length of Segment (mi.)	0.45
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	5.62
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, bike lanes, and sidewalks on both sides. There is a signal with left turn pockets and crosswalks at Reservation Road and traffic circles at local cross streets on the northern portion of the segment. On-street parking is generally allowed. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph.

Speed Limit Change? **Yes**

Existing Speed Limit: 25mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



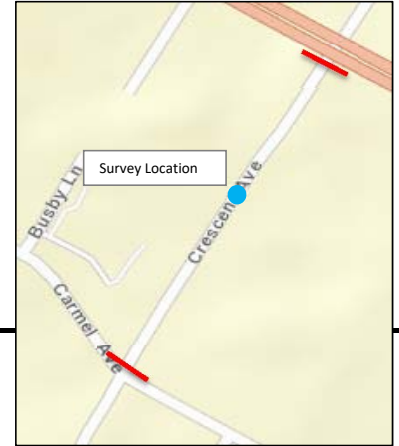
Street: Crescent Ave.
Limits: Reservation Rd. to Carmel Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	5/17/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	130
85th Percentile (mph)	34
10 mph Pace	26-35
Percent in Pace	82%



B. Traffic Factors

Average Daily Traffic (ADT)	3,770
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	6.51
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, bike lanes, and sidewalks on both sides. There is a signal with left turn pockets at Reservation Road and an unsignalized intersection at Carmel Avenue. Crosswalks are provided on both ends of the segment. On-street parking is generally allowed. The segment features one crest vertical curve south of Carmel Avenue. Immediately south of Reservation Road, the west curb line extends out, creating an obstruction and varying roadway width.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit. Safety concerns based on varying roadway width and the high collision rate , as well as residential driveway density , indicate that an increase may be unsafe, therefore, a permitted 5 mph reduction to the 85th percentile speed was applied.

Speed Limit Change? **No**

Existing Speed Limit: 30 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



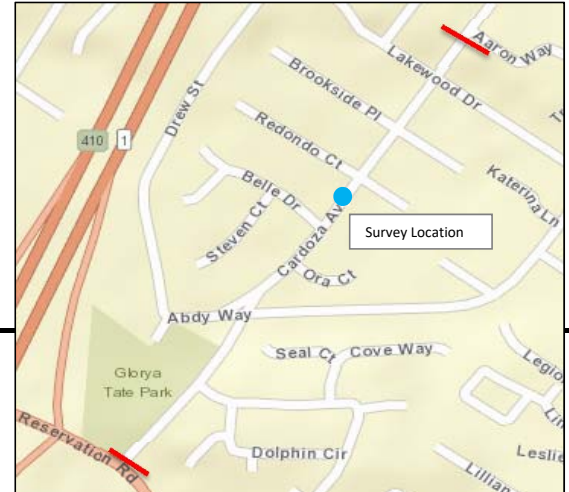
Street: Cardoza Ave.
Limits: Reservation Rd. to Aaron Way (End)
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Redondo Ct.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	123
85th Percentile (mph)	35
10 mph Pace	24-33
Percent in Pace	59%



B. Traffic Factors

Average Daily Traffic (ADT)	948
Length of Segment (mi.)	0.46
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	3
Accident Rate (Acc/MVM)	3.73
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single family residential, with one park.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping north of Abdy Way, and a painted median with turn pockets south of Abdy Way. There are sidewalks on both sides, and parking is generally allowed north of Abdy Way. Crosswalks are provided at the signalized intersection at Reservation Road and the all-way stop controlled intersection at Abdy Way. The segment features slight horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 35 mph.

Speed Limit Change? **Yes**

Existing Speed Limit: 30 mph

Recommended Speed Limit: 35 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



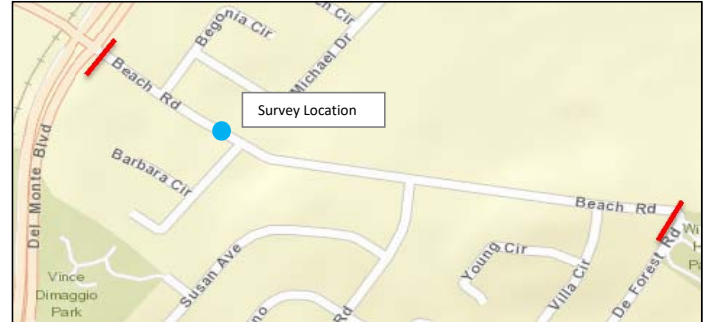
Street: Beach Rd.
Limits: Del Monte Blvd. to De Forest Rd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Fitzgerald Cir.
Date of Survey	5/15/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	115
85th Percentile (mph)	35
10 mph Pace	26-35
Percent in Pace	73%



B. Traffic Factors

Average Daily Traffic (ADT)	3,009
Length of Segment (mi.)	0.52
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	21
Accident Rate (Acc/MVM)	7.29
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are residential, with one elementary school and a church.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping and sidewalks on both sides. Crosswalks are provided at the roundabout intersection at Del Monte Boulevard and surrounding the elementary school. Parking is generally allowed. The segment is generally straight and flat, with one horizontal curve east of Fitzgerald Circle.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit. The high collision rate and driveway density indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction to the 85th percentile speed was applied.

Speed Limit Change? **No**

Existing Speed Limit: 30 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: California Ave.
Limits: Reservation Rd. to Carmel Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Exeter Pl.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	140
85th Percentile (mph)	40
10 mph Pace	30-39
Percent in Pace	69%



B. Traffic Factors

Average Daily Traffic (ADT)	4,116
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	6
Accident Rate (Acc/MVM)	2.75
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally residential, with none fronting California Avenue.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, sidewalks, and bike lanes. High-visibility crosswalks are provided at the signalized intersection at Reservation Road and the all-way stop controlled intersection at Carmel Avenue. Parking is allowed intermittently. The segment is generally straight, with multiple gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 35 mph.

Speed Limit Change? **Yes**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



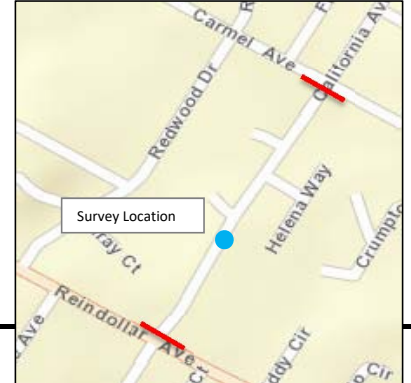
Street: California Ave.
Limits: Carmel Ave. to Reindollar Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Tamara Ct.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	147
85th Percentile (mph)	26
10 mph Pace	17-26
Percent in Pace	82%



B. Traffic Factors

Average Daily Traffic (ADT)	4,180
Length of Segment (mi.)	0.23
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	2.87
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are generally residential, with none fronting California Avenue.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping, sidewalks, and bike lanes. The unsignalized intersections on either end of the segment include turn pockets and provide crosswalks. Minimal parking is permitted. The segment features multiple horizontal and vertical curves, and the road width varies widely.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit for consistency with adjacent roadway segments .

Speed Limit Change? **No**

Existing Speed Limit: 30 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: California Ave.
Limits: Reindollar Ave. to Imjin Pkwy
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o 3rd Ave.
Date of Survey	5/22/2018
Posted Speed Limit (mph)	35
# Speed Data Collected	146
85th Percentile (mph)	44
10 mph Pace	34-43
Percent in Pace	75%



B. Traffic Factors

Average Daily Traffic (ADT)	6,041
Length of Segment (mi.)	0.69
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	14
Accident Rate (Acc/MVM)	1.84
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and bike lanes. Sidewalks are provided on the west side of the road. Crosswalks are provided at the intersections on either end of the segment. There is one signalized intersection at Imjin Parkway. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 40 mph. The elevated collision rate and presence of bicycle lanes indicate that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 35 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



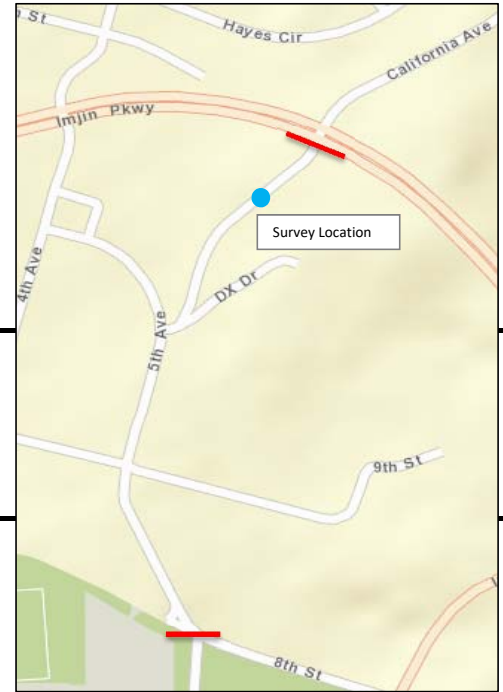
Street: California Ave.
Limits: Imjin Pkwy to 8th Street
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Imjin Pkwy.
Date of Survey	6/27/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	87
85th Percentile (mph)	29
10 mph Pace	20-29
Percent in Pace	76%



B. Traffic Factors

Average Daily Traffic (ADT)	659
Length of Segment (mi.)	0.49
Street Classification	Arterial

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	2
Accident Rate (Acc/MVM)	3.4
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped or agricultural.
Roadway Geometrics	Two-lane undivided roadway that is generally unstriped. There is one signalized intersection at Imjin Parkway, which provides the only crosswalks. The segment features multiple horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: Reindollar Ave.
Limits: Del Monte Blvd. to California Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Kennedy Ct.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	143
85th Percentile (mph)	23
10 mph Pace	15-24
Percent in Pace	80%



B. Traffic Factors

Average Daily Traffic (ADT)	2,346
Length of Segment (mi.)	0.92
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	28
Accident Rate (Acc/MVM)	7.12
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are a combination of single and multifamily residential, with commercial near Del Monte Boulevard.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There is one signalized intersection with turn pockets at Del Monte Boulevard. Crosswalks are provided at multiple intersections and include school crossings. Parking is generally allowed. The segment features multiple vertical curves and alternating horizontal curves east of Vaughn Avenue.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 25

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



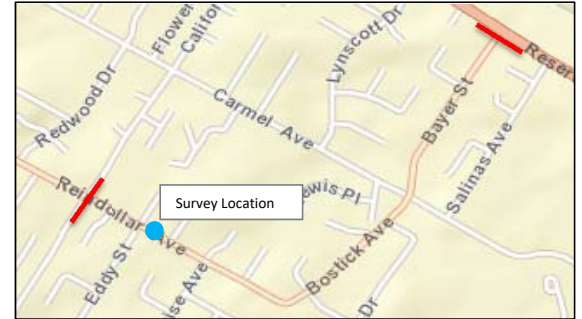
Street: Reindollar Ave./Bostick Ave.
Limits: California Ave. to Carmel Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	e/o Eddy Cir.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	117
85th Percentile (mph)	30
10 mph Pace	21-30
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	2,551
Length of Segment (mi.)	0.55
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	1.56
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides, with some gaps. Crosswalks are provided at California Avenue and Sunrise Avenue. All intersections are unsignalized. Parking is generally allowed. The segment features multiple horizontal curves east of Mildred Court. East of Mildred Court, the roadway turns and becomes Bostick Avenue.
Comments	Results of the attached engineering & traffic survey information support increasing the established speed limit by 5 mph to 30 mph. Speed limit should be posted on the segment.

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



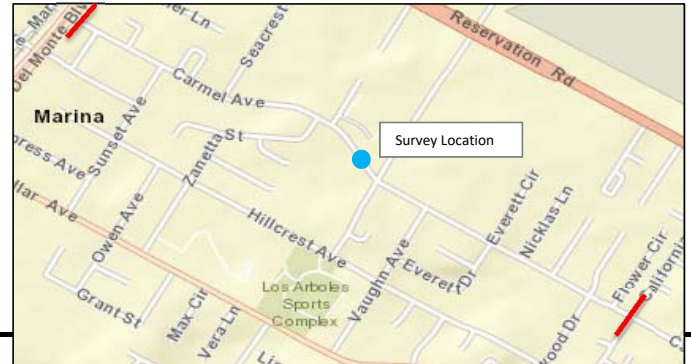
Street: Carmel Ave.
Limits: Del Monte Blvd. to California Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Crescent Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	137
85th Percentile (mph)	31
10 mph Pace	22-31
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	4,774
Length of Segment (mi.)	0.76
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	55
Accident Rate (Acc/MVM)	8.35
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are a combination of single and multifamily residential, with some commercial and one elementary school.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There are multiple all-way stop controlled intersections, some with turn pockets. There are frequent, high-visibility crosswalks near the elementary school. Parking is generally allowed. The segment features multiple horizontal curves and gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. The high collision rate, varying roadway geometry, and residential driveway density indicate that an increase may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



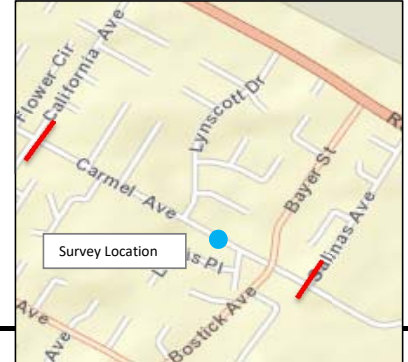
Street: Carmel Ave.
Limits: California Ave. to Salinas Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Barrett Ln.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	45
85th Percentile (mph)	27
10 mph Pace	17-26
Percent in Pace	67%



B. Traffic Factors

Average Daily Traffic (ADT)	870
Length of Segment (mi.)	0.44
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	13
Accident Rate (Acc/MVM)	18.8
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and intermittent sidewalks on both sides. There are multiple all-way stop controlled intersections, with turn pockets at California Avenue. There are frequent, high-visibility crosswalks near the elementary school. Parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



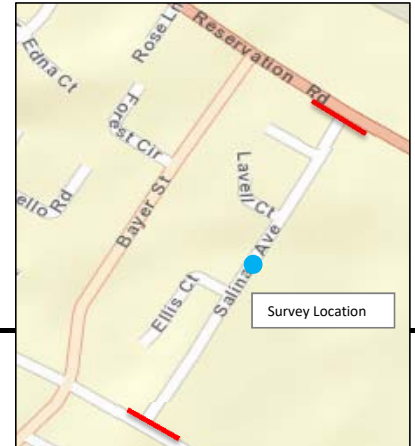
Street: Salinas Ave.
Limits: Carmel Ave. to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o Ellis Ct.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	17
85th Percentile (mph)	26
10 mph Pace	18
Percent in Pace	76%



B. Traffic Factors

Average Daily Traffic (ADT)	303
Length of Segment (mi.)	0.27
Street Classification	Local

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	0
Accident Rate (Acc/MVM)	0
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single family residential on the west side and undeveloped on the right side.
Roadway Geometrics	Two-lane undivided roadway with no striping and intermittent sidewalks. There is one all-way stop controlled intersection at Ellis Court. Parking is generally allowed on the west side of the road. The segment features multiple vertical curves.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit.

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

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Title: Vice President, TJKM Transportation Consultants



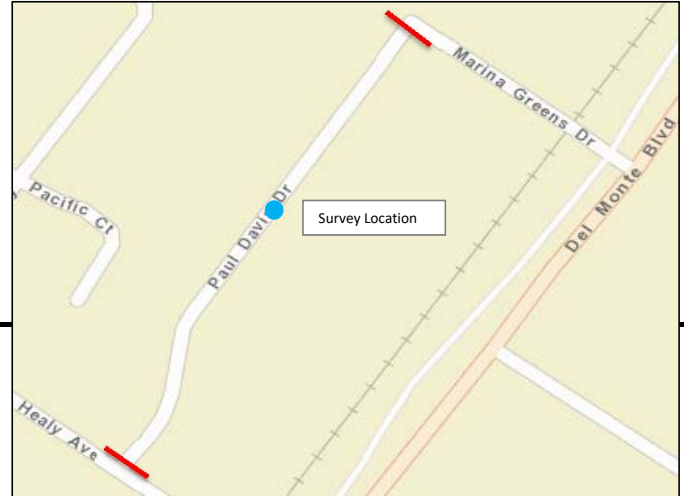
Street: Paul Davis Dr.
Limits: Healy Ave. to Marina Greens Dr.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	5/15/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	78
85th Percentile (mph)	30
10 mph Pace	20-29
Percent in Pace	72%



B. Traffic Factors

Average Daily Traffic (ADT)	712
Length of Segment (mi.)	0.21
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	14.41
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is light industrial.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There is one stop-controlled intersection at Healy Avenue. Parking is generally allowed. The segment features multiple gentle horizontal and vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



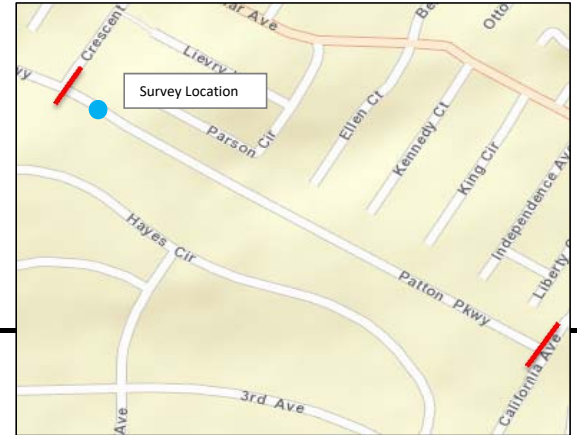
Street: Patton Pkwy.
Limits: Marina High School to California Ave.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Patton Pkwy.
Date of Survey	5/23/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	49
85th Percentile (mph)	45
10 mph Pace	30-39
Percent in Pace	65%



B. Traffic Factors

Average Daily Traffic (ADT)	658
Length of Segment (mi.)	0.47
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	2
Accident Rate (Acc/MVM)	3.58
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped, with one high school. Single-family residential is located to the north and accessed via side streets.
Roadway Geometrics	Two-lane undivided roadway with dashed yellow striping and sidewalks on the south side only. There is a stop controlled intersection at California Avenue, and crosswalks are provided at all intersections. Parking is prohibited. There is a bike path running parallel to the road on the north side. The segment features multiple gentle vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 15 mph to 40 mph. The high collision rate indicates that further increases may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 40 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



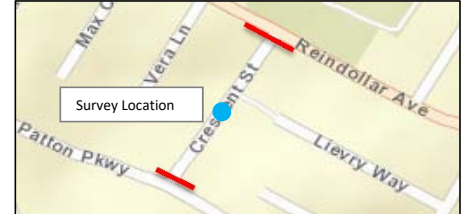
Street: Crescent St.
Limits: Patton Pkwy. to Reindollar Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	midpoint
Date of Survey	5/17/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	119
85th Percentile (mph)	31
10 mph Pace	23-32
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	1,166
Length of Segment (mi.)	0.14
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	13.8
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There are unsignalized intersections at either end of the segment with school crosswalks. Parking is generally allowed. The segment features very gentle horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information and residential driveway density support establishing a speed limit of 25 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



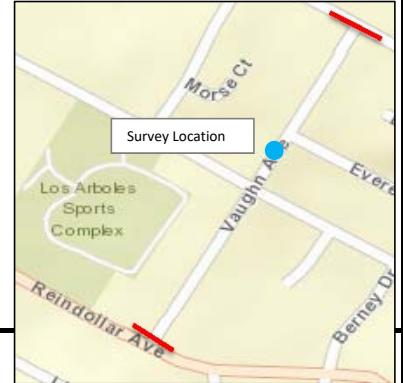
Street: Vaughn Ave.
Limits: Reindollar Ave. to Carmel Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o Hillcrest Ave.
Date of Survey	5/17/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	96
85th Percentile (mph)	29
10 mph Pace	21-30
Percent in Pace	73%



B. Traffic Factors

Average Daily Traffic (ADT)	1,033
Length of Segment (mi.)	0.28
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	7.46
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential.
Roadway Geometrics	Undivided two-lane roadway with no striping and sidewalks on both sides. There are stop controlled intersections and school crosswalks. Parking is generally allowed. The segment is generally straight and flat.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 25 mph. The high collision rate and residential driveway density indicate that a higher speed limit may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



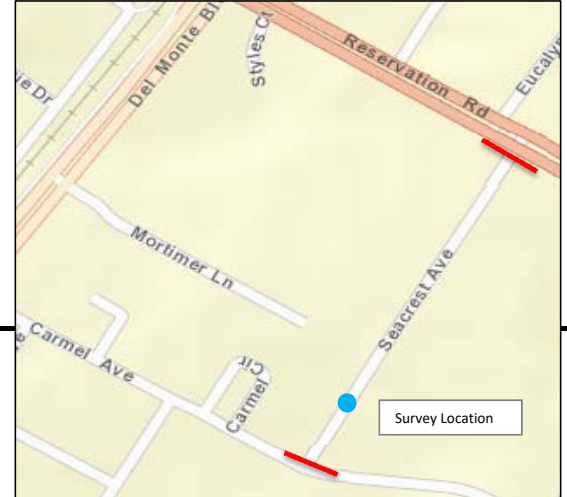
Street: Seacrest Ave.
Limits: Carmel Ave. to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o Carmel Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	139
85th Percentile (mph)	33
10 mph Pace	24-33
Percent in Pace	73%



B. Traffic Factors

Average Daily Traffic (ADT)	4,666
Length of Segment (mi.)	0.29
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	14
Accident Rate (Acc/MVM)	5.76
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are multifamily residential and commercial.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection at Reservation Road and all-way stop control at Carmel Avenue, both with turn pockets and crosswalks. Parking is generally allowed. The segment is generally straight and flat.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph. The high collision rate and residential driveway density indicate that a higher speed limit may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



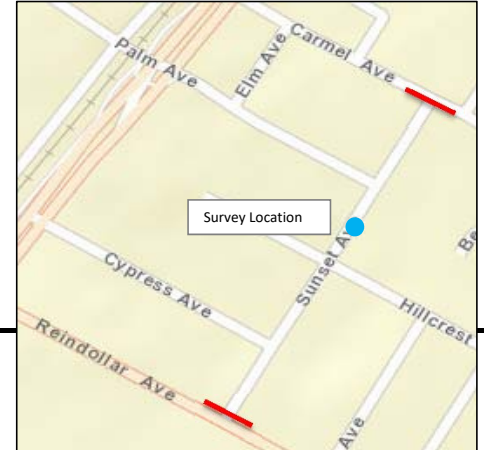
Street: Sunset Ave.
Limits: Reindollar Ave. to Carmel Ave.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Palm Ave.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	Not posted
# Speed Data Collected	140
85th Percentile (mph)	30
10 mph Pace	21-30
Percent in Pace	79%



B. Traffic Factors

Average Daily Traffic (ADT)	3,774
Length of Segment (mi.)	0.28
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	16
Accident Rate (Acc/MVM)	8.21
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land uses are single and multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There are multiple unsignalized intersections, with turn pockets and crosswalks at Hillcrest Avenue and Reindollar Avenue. Parking is generally allowed. The segment features multiple vertical curves.
Comments	Results of attached engineering & traffic survey information support establishing a speed limit of 25 mph. The high collision rate , residential driveway density , and high pedestrian volumes (mostly children) indicate that a higher speed limit may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



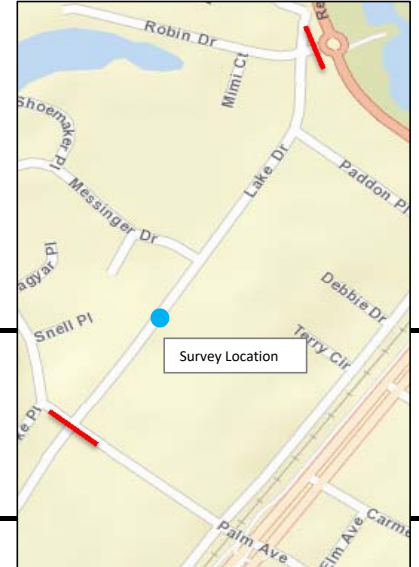
Street: Lake Dr.
Limits: Palm Ave. to Reservation Rd.
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey s/o Messenger Dr.
 Date of Survey 5/16/2018
 Posted Speed Limit (mph) **Not posted**
 # Speed Data Collected 122
 85th Percentile (mph) 30
 10 mph Pace 20-29
 Percent in Pace 57%



B. Traffic Factors

Average Daily Traffic (ADT) 1,474
 Length of Segment (mi.) 0.39
 Street Classification Collector

C. Collision History

Date Range Covered 1/1/2013-12/31/2017
 Total Accidents 13
 Accident Rate (Acc/MVM) 12.31
 Statewide Average Accident Rate 1.37

D. Roadway Conditions

Adjacent Land Use Adjacent land uses are single and multifamily residential.

Roadway Geometrics Two-lane undivided roadway with no striping and sidewalks on both sides, with some sidewalk gaps on the north end of the segment. There are unsignalized intersections and one roundabout at Reservation Road/Robin Drive. Sidewalks are provided at either end of the segment, and parking is generally allowed. The segment features multiple horizontal and vertical curves.

Comments Results of attached engineering & traffic survey information support establishing a speed limit of 30 mph.

Speed Limit Change? **NA**

Existing Speed Limit: Not posted

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends a speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



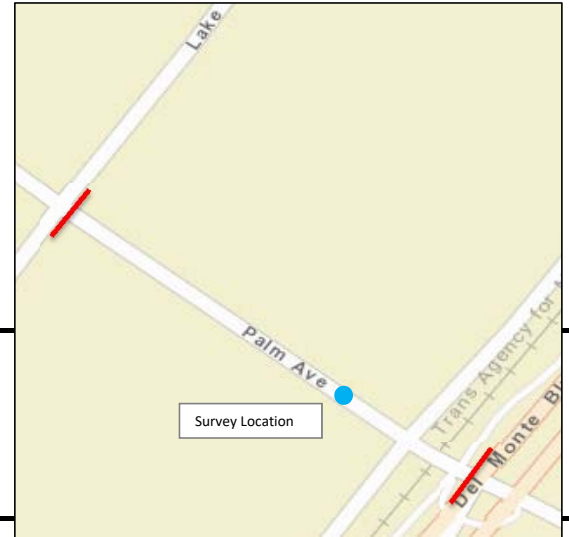
Street: Palm Ave.
Limits: Lake Dr. to Del Monte Blvd.
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	w/o Marina Dr.
Date of Survey	5/16/2018
Posted Speed Limit (mph)	25, no sign
# Speed Data Collected	130
85th Percentile (mph)	26
10 mph Pace	17-26
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	3,549
Length of Segment (mi.)	0.18
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	12
Accident Rate (Acc/MVM)	10.2
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is multifamily residential.
Roadway Geometrics	Two-lane undivided roadway with no striping and sidewalks on both sides. There is one signalized intersection with turn pockets and two unsignalized intersections, all with high-visibility school crosswalks. Parking is generally allowed. The segment features multiple vertical curves and one slight horizontal curve near Del Monte Boulevard.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 25 mph speed limit. Speed limit should be posted on the segment.

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 25 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



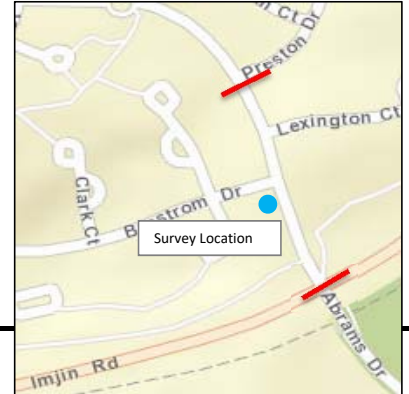
Street: Abrams Dr.
Limits: Preston Dr. to Imjin Pkwy
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Brostrom Dr.
Date of Survey	5/28/2018
Posted Speed Limit (mph)	30
# Speed Data Collected	105
85th Percentile (mph)	35
10 mph Pace	27-36
Percent in Pace	84%



B. Traffic Factors

Average Daily Traffic (ADT)	3,066
Length of Segment (mi.)	0.17
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	5
Accident Rate (Acc/MVM)	5.24
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is undeveloped. Surrounding land uses are generally residential, accessed via side streets.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection with crosswalks at Imjin Parkway. Parking is prohibited. The segment features multiple horizontal and vertical curves, and the roadway width varies widely.
Comments	Results of the attached engineering & traffic survey information support maintaining the existing 30 mph speed limit for consistency with adjacent roadway segments . The high collision rate and varying roadway geometry also indicate that an increase may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed. Speed limit should be posted on the segment .

Speed Limit Change? **No**

Existing Speed Limit: 30 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



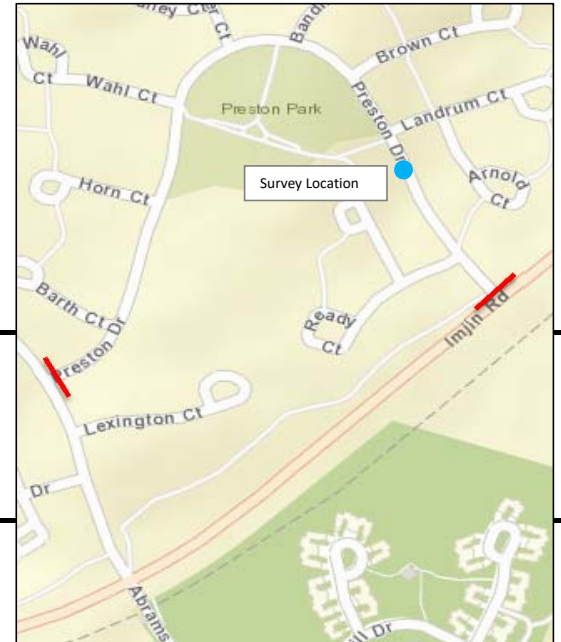
Street: Preston Dr.
Limits: Abrams Dr. to Imjin Pkwy
Direction: EB/WB



Factors

A. Prevailing Speed Data

Location of Survey	s/o Landrum Ct.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	113
85th Percentile (mph)	34
10 mph Pace	25-34
Percent in Pace	81%



B. Traffic Factors

Average Daily Traffic (ADT)	1,708
Length of Segment (mi.)	0.61
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	4
Accident Rate (Acc/MVM)	2.1
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land is generally undeveloped, with one park.
Roadway Geometrics	Two-lane undivided roadway with double yellow striping and sidewalks on both sides. There is a signalized intersection with turn pockets and crosswalks at Imjin Parkway. There are no marked crosswalks connecting to Preston Park or side streets. Parking is prohibited. The segment features multiple horizontal and vertical curves.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph. The high collision rate and lack of any marked pedestrian crossings indicate that a further increase may be unsafe, therefore, a permitted 5 mph reduction was applied to the 85th percentile speed.

Speed Limit Change? **Yes**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommends speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants



Street: 3rd Ave.
Limits: Imjin Pkwy to 8th Street
Direction: NB/SB



Factors

A. Prevailing Speed Data

Location of Survey	n/o 10th St.
Date of Survey	5/18/2018
Posted Speed Limit (mph)	25
# Speed Data Collected	64
85th Percentile (mph)	31
10 mph Pace	20-29
Percent in Pace	78%



B. Traffic Factors

Average Daily Traffic (ADT)	1,003
Length of Segment (mi.)	0.37
Street Classification	Collector

C. Collision History

Date Range Covered	1/1/2013-12/31/2017
Total Accidents	1
Accident Rate (Acc/MVM)	1.48
Statewide Average Accident Rate	1.37

D. Roadway Conditions

Adjacent Land Use	Adjacent land use is single family residential, although none fronts Imjin Parkway directly.
Roadway Geometrics	Two-lane undivided roadway with partial double yellow striping and sidewalks on both sides. All intersections are unsignalized. There are turn pockets at Imjin Parkway and multiple crosswalks. Parking is allowed intermittently. The segment is generally straight and flat.
Comments	Results of the attached engineering & traffic survey information support increasing the posted speed limit by 5 mph to 30 mph..

Speed Limit Change? **No**

Existing Speed Limit: 25 mph

Recommended Speed Limit: 30 mph

This survey conforms to Section 627 and 40802 of the California Vehicle Code and Section 2B.13 of the California MUTCD and recommend speed limit appropriate to facilitate the safe and orderly movement of traffic.

Approved and Authorized for release by The City of Marina Public Works:

Chris D. Kinzel

Signed: Chris D. Kinzel, PE

Title: Vice President, TJKM Transportation Consultants





APPENDIX B

SPEED SURVEY DATA COLLECTION FORMS

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018

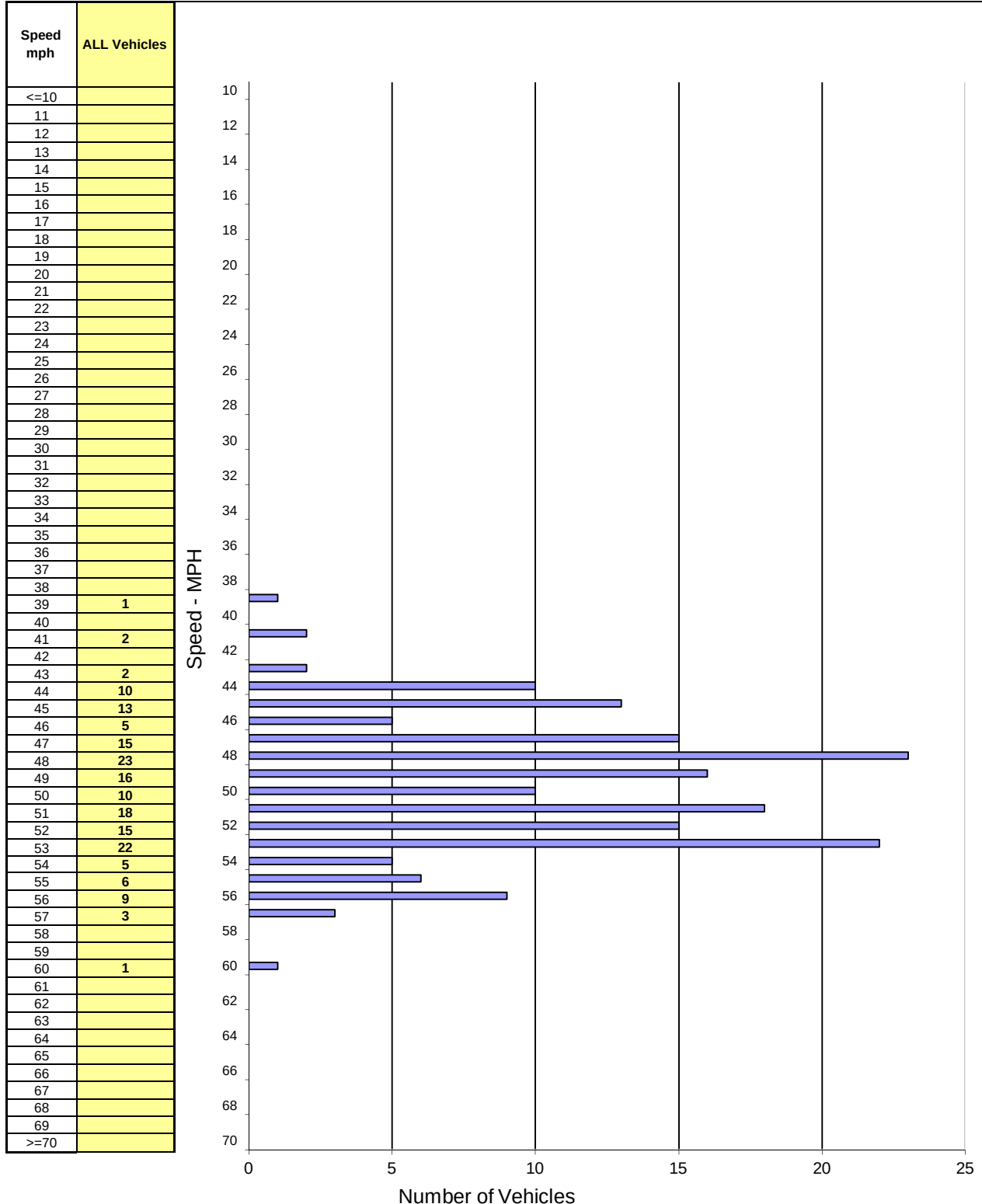
TIME: 09:00-10:00

Location: 1 - Imjin Pkwy 400' W/O 3rd Ave

Posted Speed: 45 MPH Clear/Dry

Project #: 18-8263-001

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	176	39 - 60	50 mph	53 mph	44 - 53	147	84%	2% / 5	14% / 24

Spot Speed Study

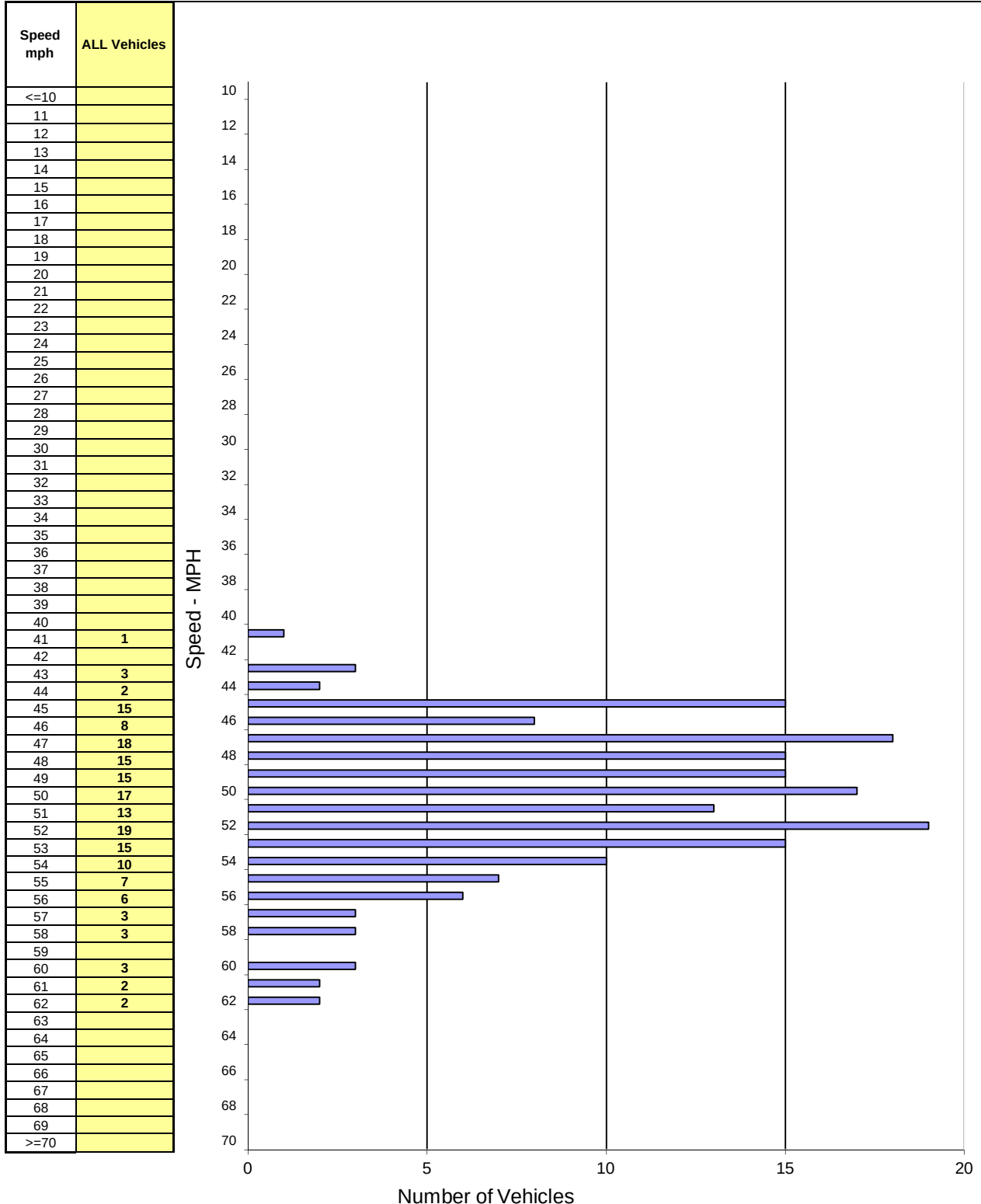
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018
TIME: 11:20-11:54

Location: 2 - Imjin Pkwy 175' E/O Marine Heights
Posted Speed: 50 MPH Clear/Dry Project #: 18-8263-002

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	177	41 - 62	50 mph	54 mph	45 - 54	145	82%	3% / 6	15% / 26

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018

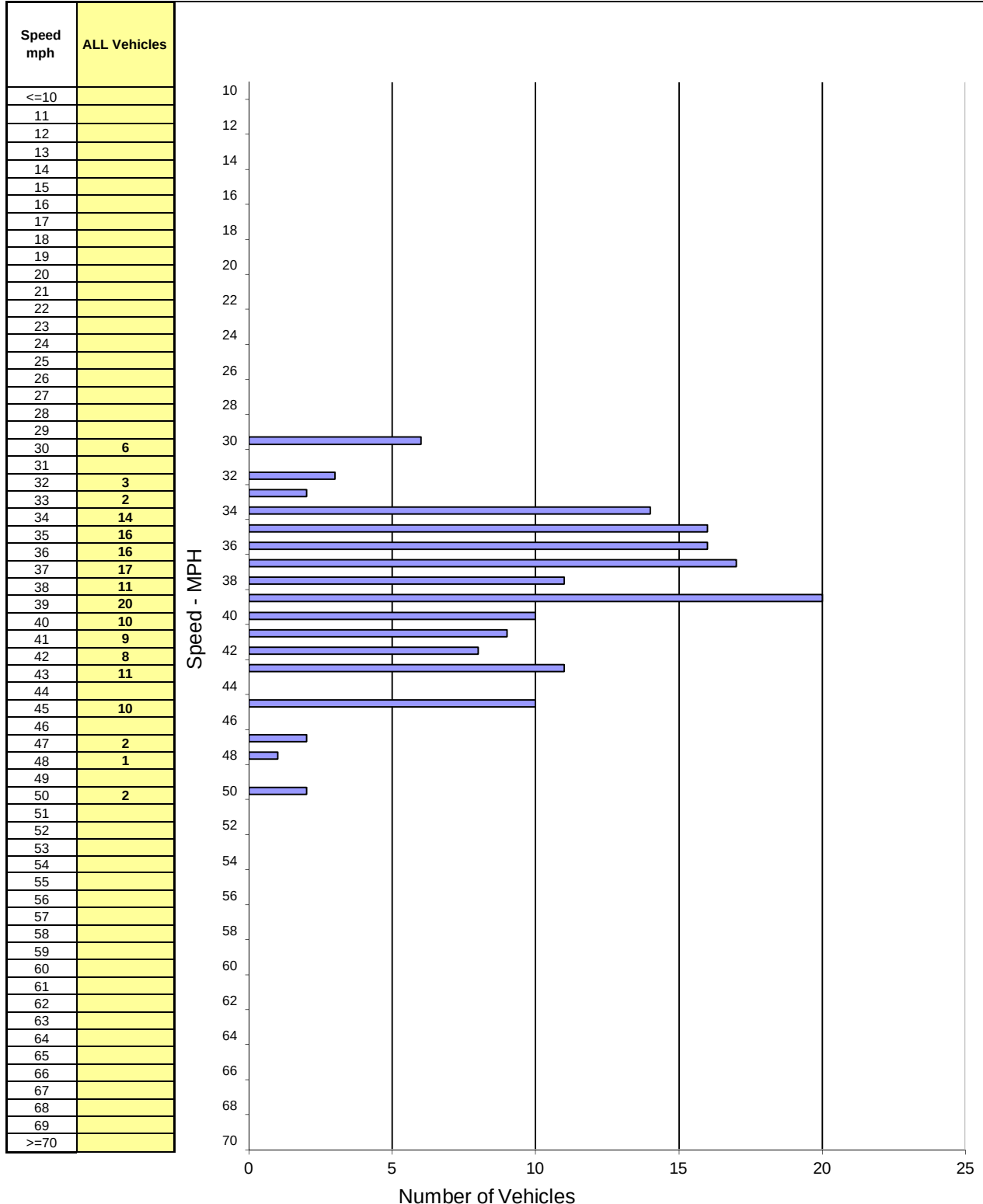
Location: 3 - Del Monte Blvd 120' S/O Palm Ave

TIME: 09:00-09:50

Posted Speed: 35 MPH Clear/Dry

Project #: 18-8263-003

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	158	30 - 50	38 mph	43 mph	34 - 43	132	84%	6% / 11	10% / 15

Spot Speed Study

Prepared by: National Data & Surveying Services

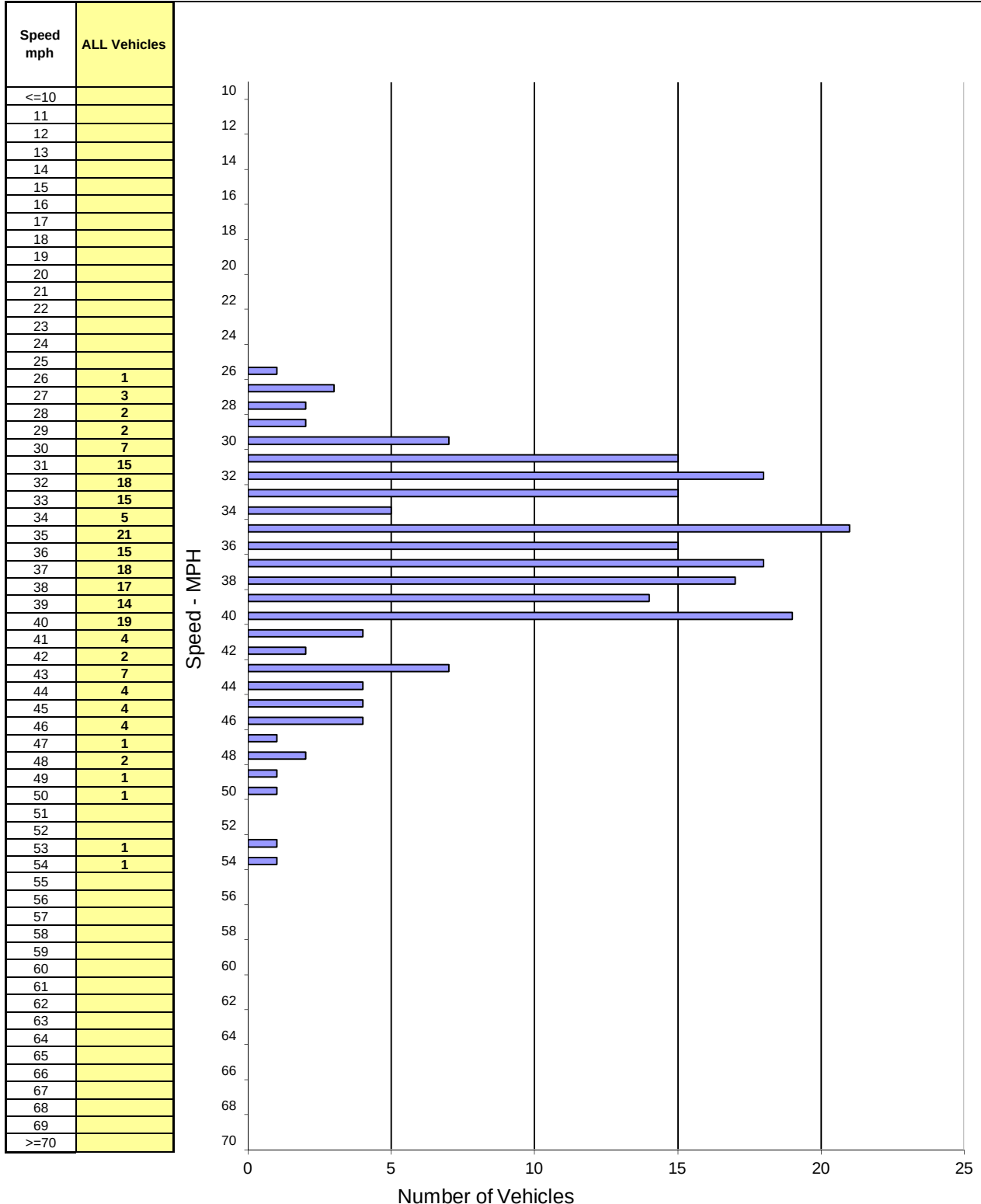
City of Marina

DATE: 5/16/2018
TIME: 9:00-10:00

Location: 4 - 3180 Del Monte Blvd
Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-004

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	204	26 - 54	36 mph	41 mph	31 - 40	157	77%	7% / 15	16% / 32

Spot Speed Study

Prepared by: National Data & Surveying Services

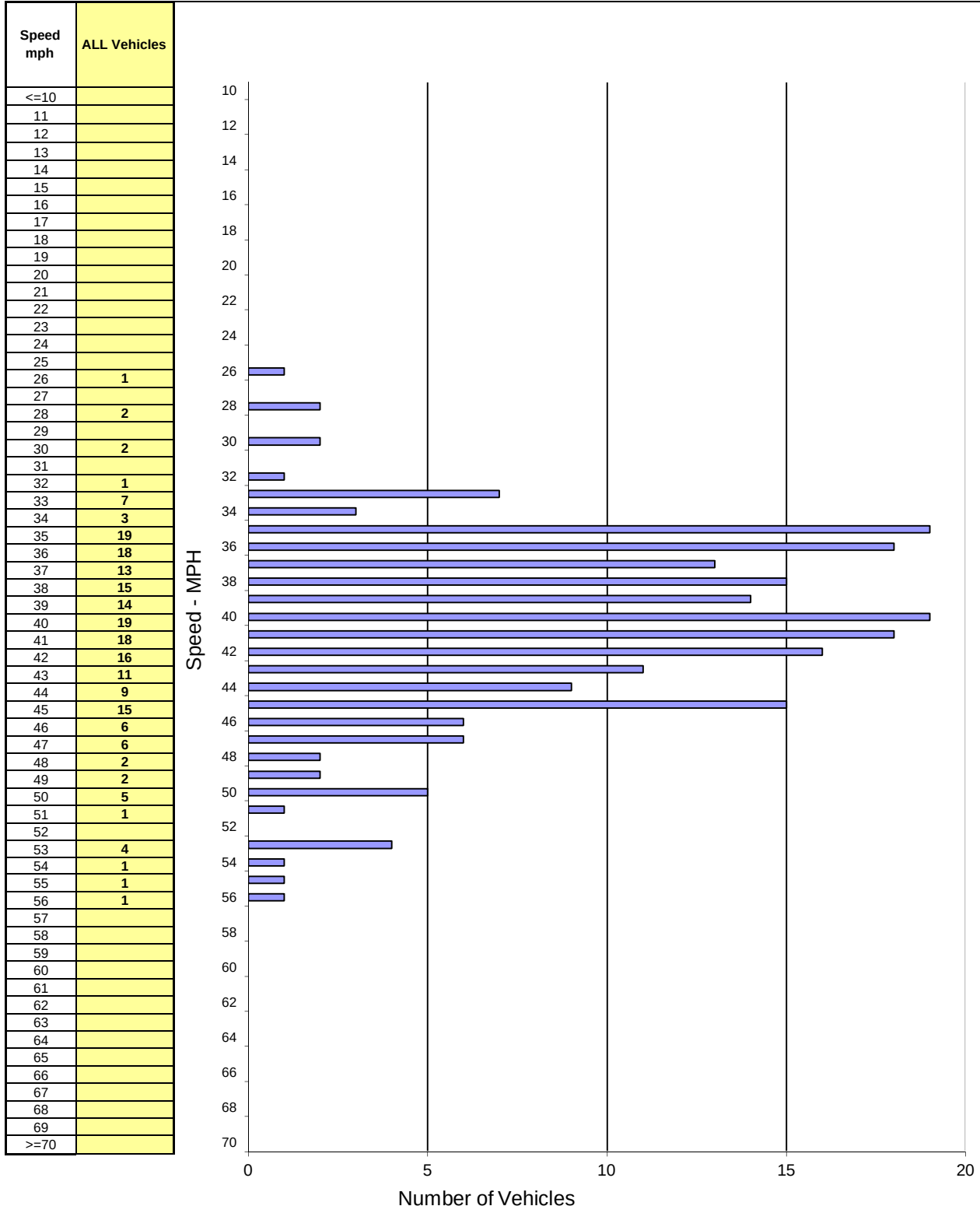
City of Marina

DATE: 5/15/2018
TIME: 09:22-10:22

Location: 5 - 3340 Del Monte Blvd
Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-005

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	212	26 - 56	40 mph	45 mph	35 - 44	152	72%	7% / 16	21% / 44

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018

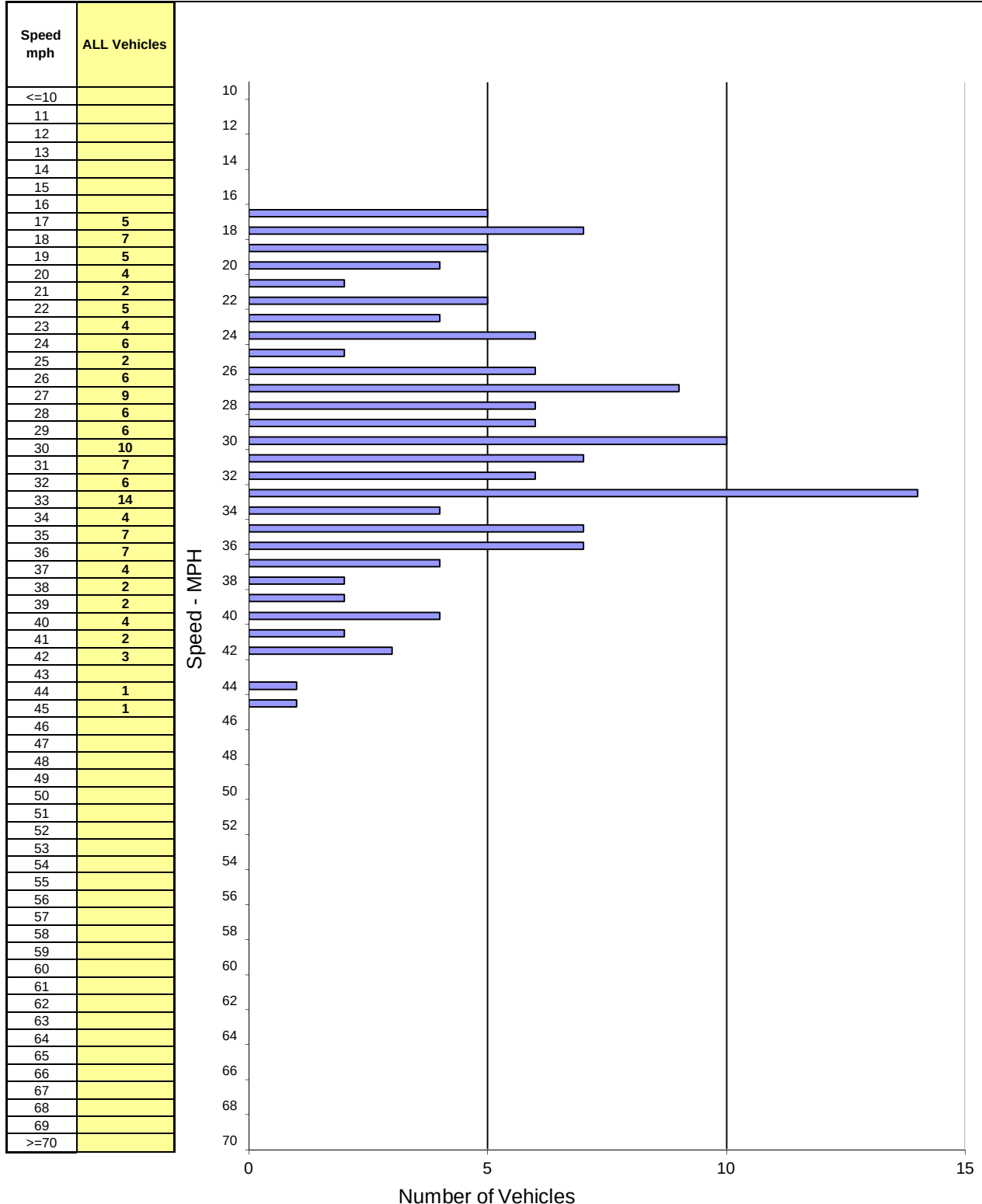
TIME: 9:15-10:15

Location: 6 - Reservation Rd 250' E/O Cardoza Ave

Posted Speed: 35 MPH Clear/Dry

Project #: 18-8263-006

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	141	17 - 45	30 mph	36 mph	27 - 36	76	54%	32% / 46	14% / 19

Spot Speed Study

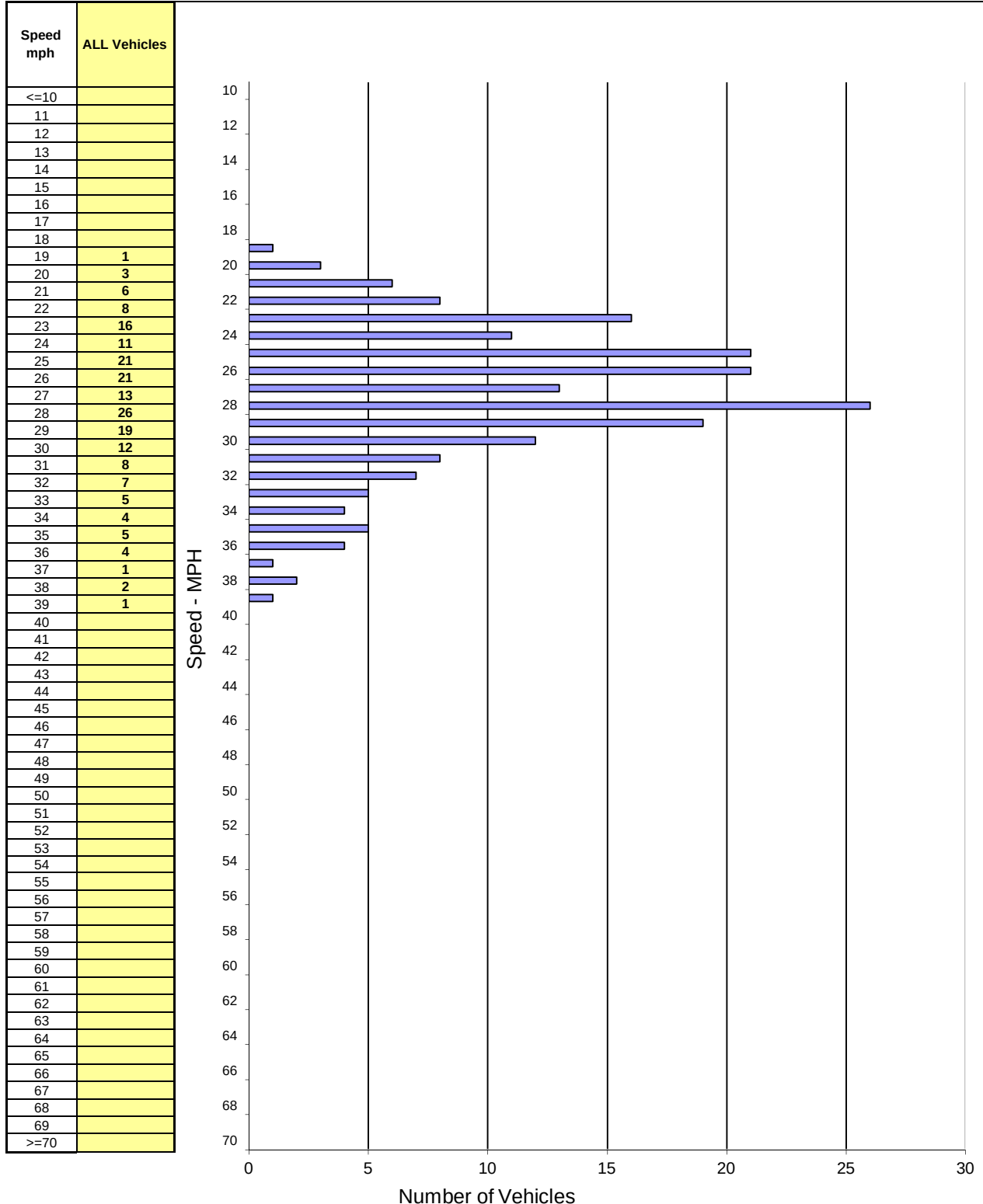
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018
TIME: 9:00-10:30

Location: 7 - Reservation Rd 500' N/O Del Monte Blvd
Posted Speed: None Clear/Dry Project #: 18-8263-007

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	194	19 - 39	27 mph	31 mph	22 - 31	155	80%	5% / 10	15% / 29

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 7/2/2019

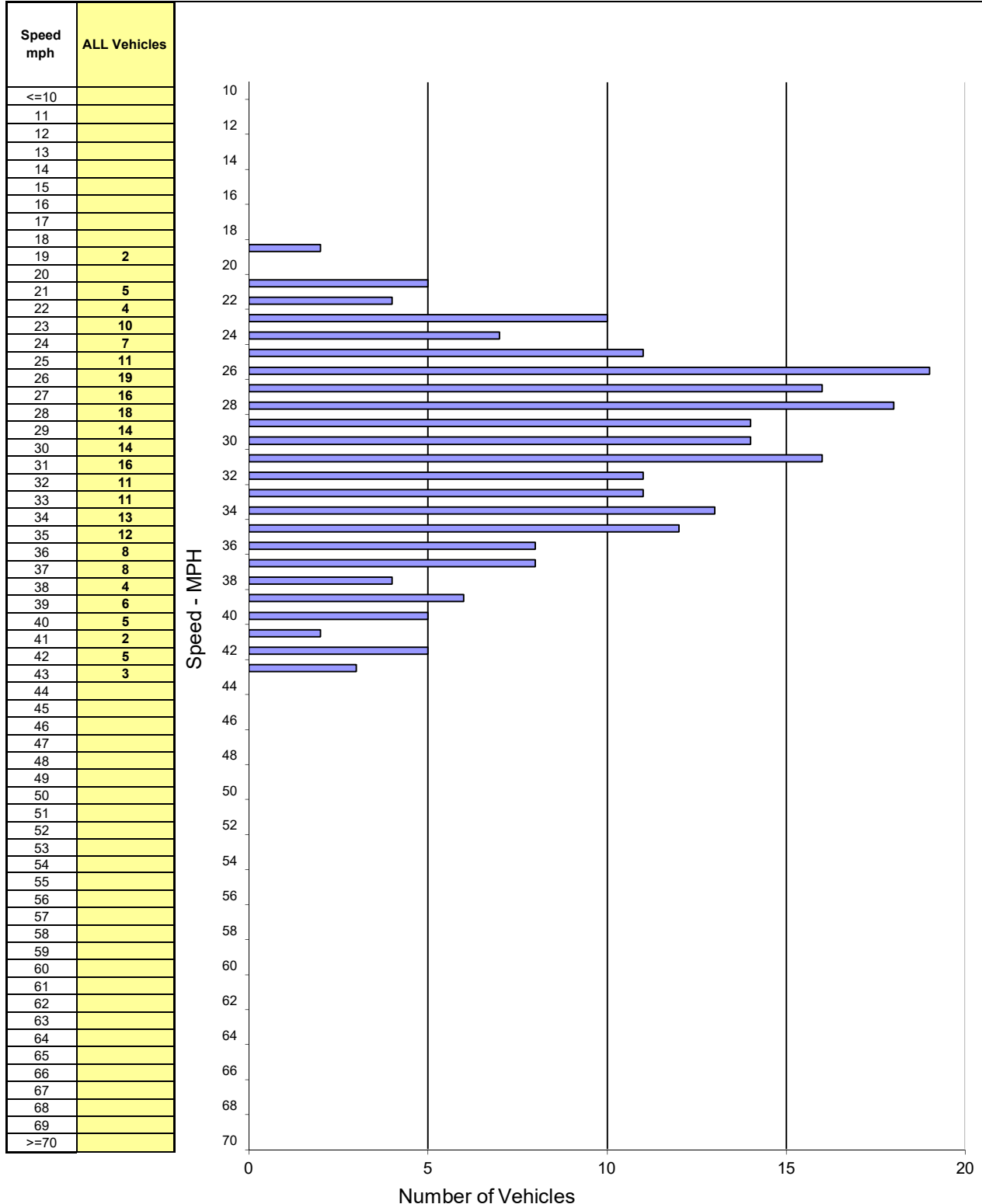
Location: 8a - Reservation Rd 150' E/O Seacrest Ave

TIME: 10:45-11:48

Posted Speed: 35 MPH Clear/Dry

Project #: 19-8372-001

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	224	19 - 43	30 mph	36 mph	26 - 35	144	64%	17% / 39	19% / 41

Spot Speed Study

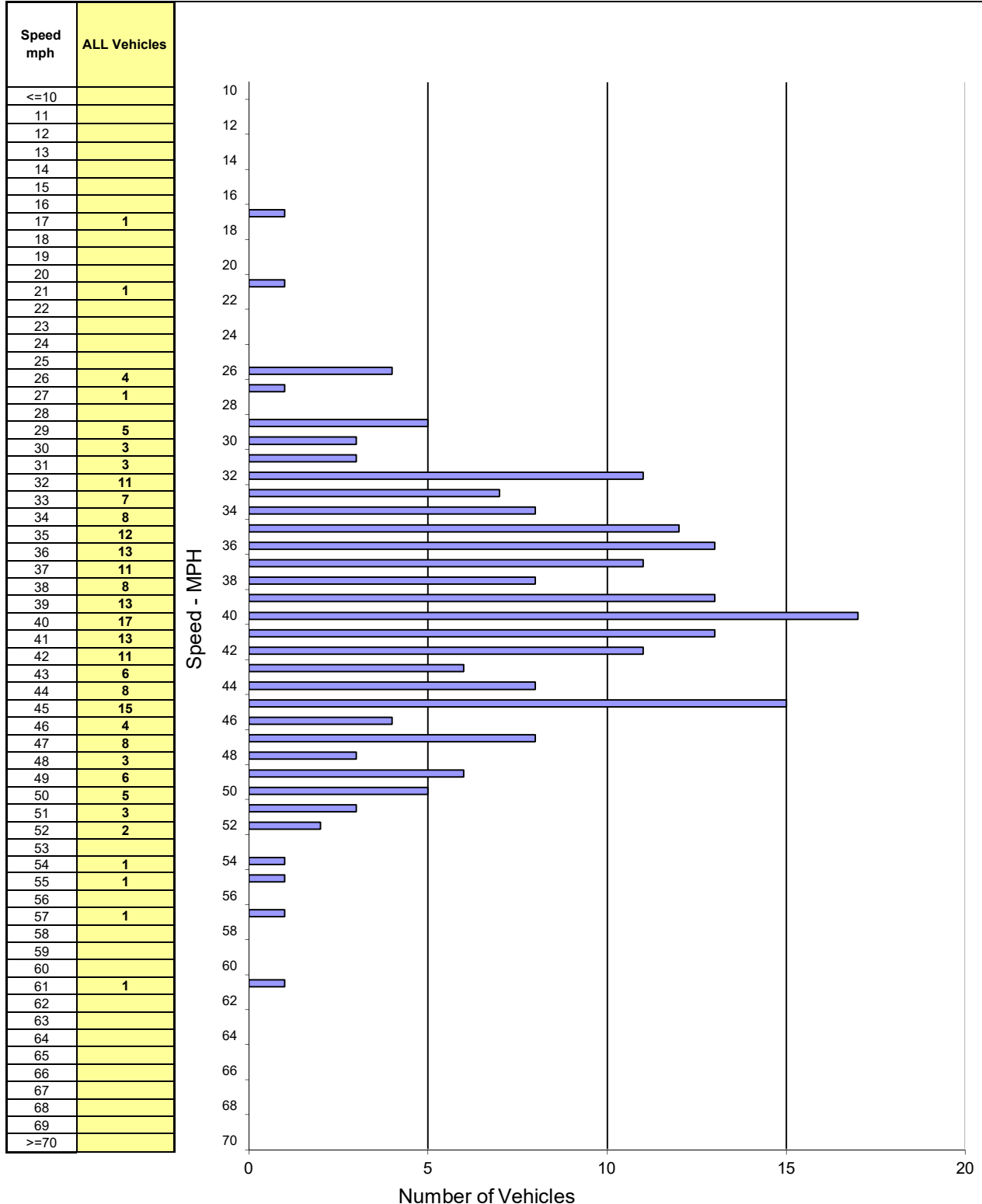
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 09:00-09:42

Location: 8b - Reservation Rd 200' W/O California Ave
Posted Speed: 35 MPH Clear/Dry Project #: 18-8263-008

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	206	17 - 61	40 mph	47 mph	36 - 45	115	56%	27% / 56	17% / 35

Spot Speed Study

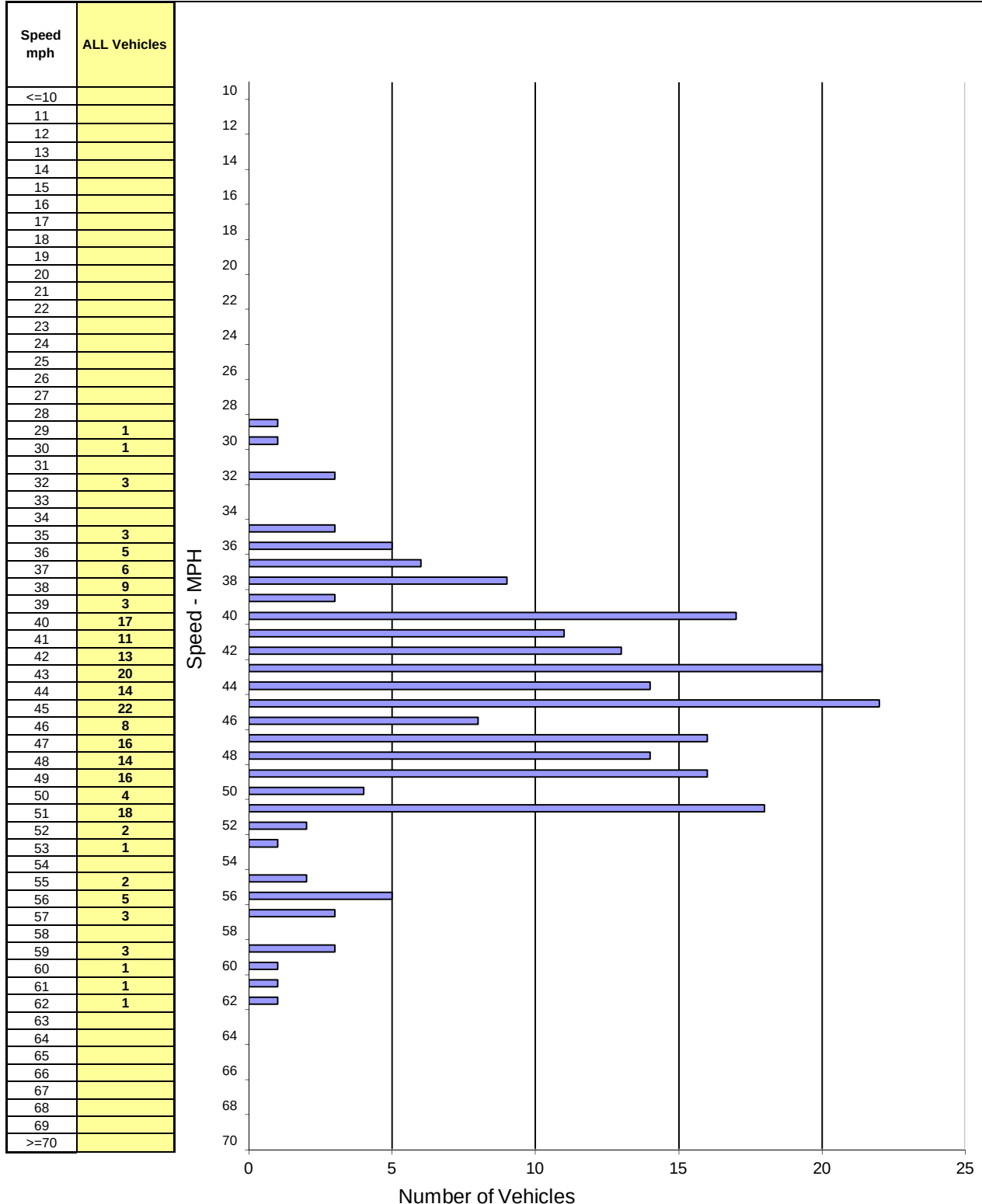
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 09:54-10:50

Location: 9 - Reservation Rd 300' E/O California Ave
Posted Speed: 45 MPH Clear/Dry Project #: 18-8263-009

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	223	29 - 62	45 mph	51 mph	40 - 49	151	68%	13% / 31	19% / 41

Spot Speed Study

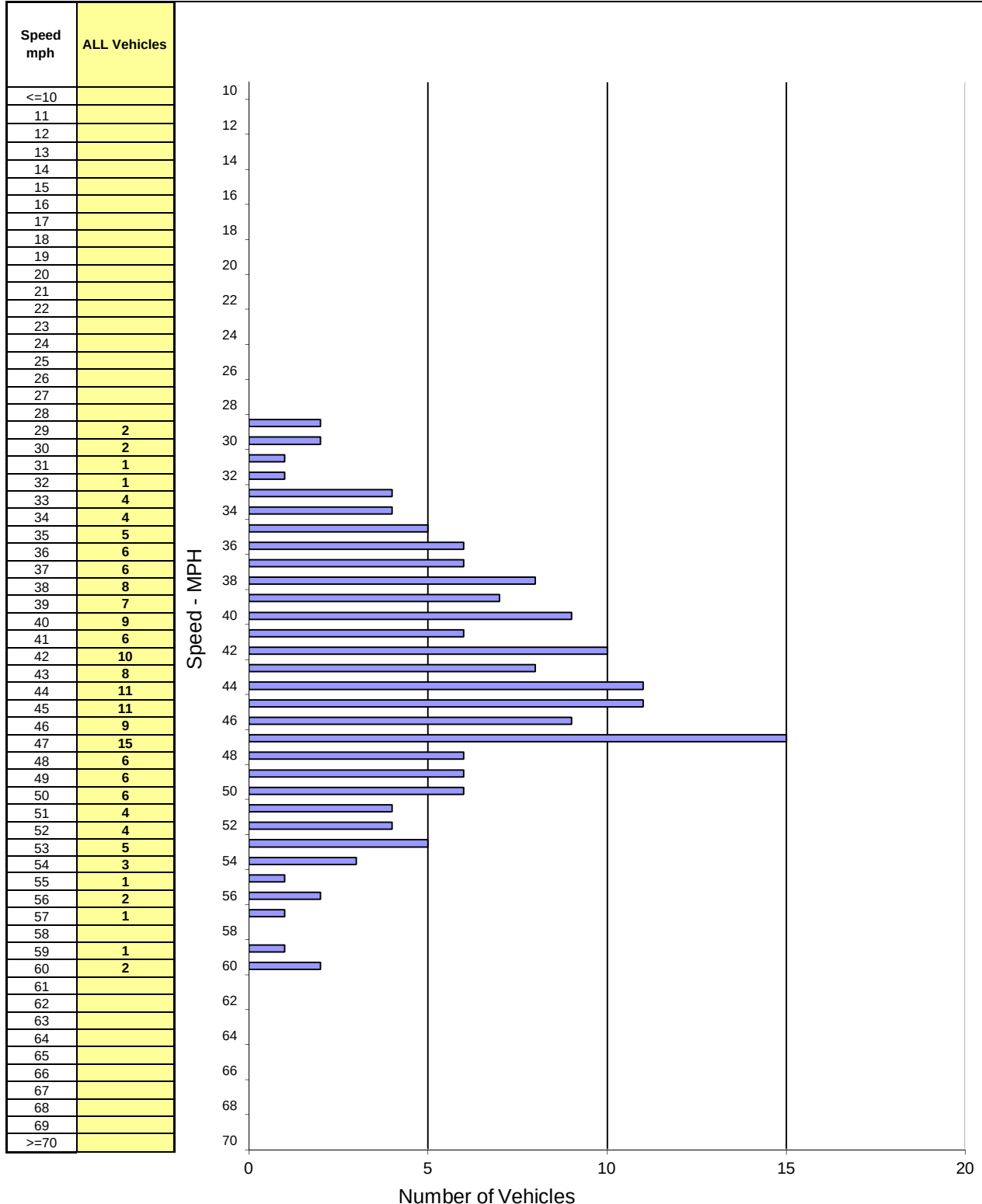
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018
TIME: 09:10-09:50

Location: 10 - Reservation Rd 1,800' W/O Imjin Pkwy
Posted Speed: 55 MPH Clear/Dry Project #: 18-8263-010

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	166	29 - 60	44 mph	50 mph	38 - 47	94	57%	18% / 31	25% / 41

Spot Speed Study

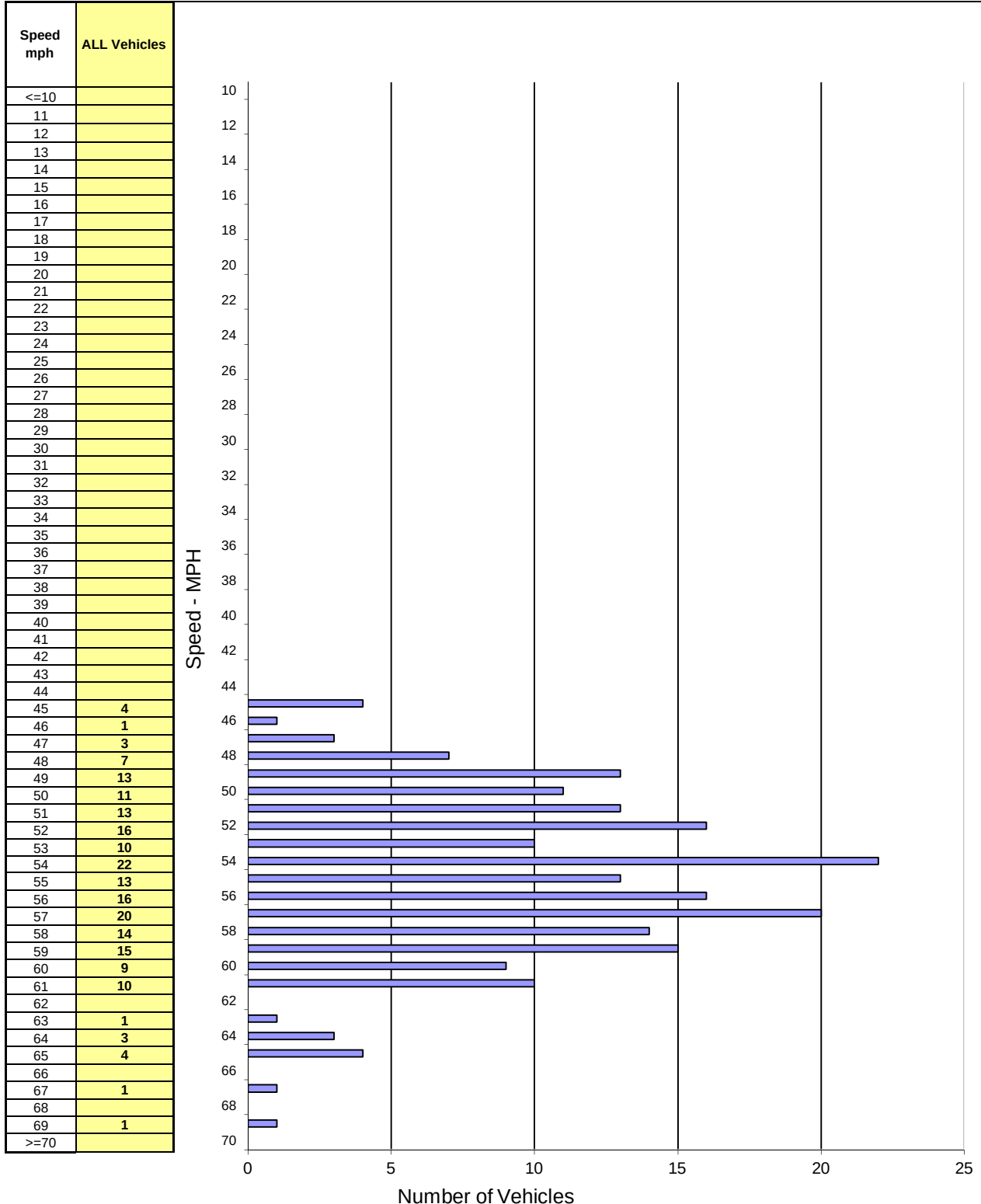
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018
TIME: 10:00-10:41

Location: 11 - Reservation Rd 100' W/O Mbest Dr
Posted Speed: 55 MPH Clear/Dry Project #: 18-8263-011

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	207	45 - 69	55 mph	59 mph	50 - 59	150	72%	13% / 28	15% / 29

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 9/12/2018

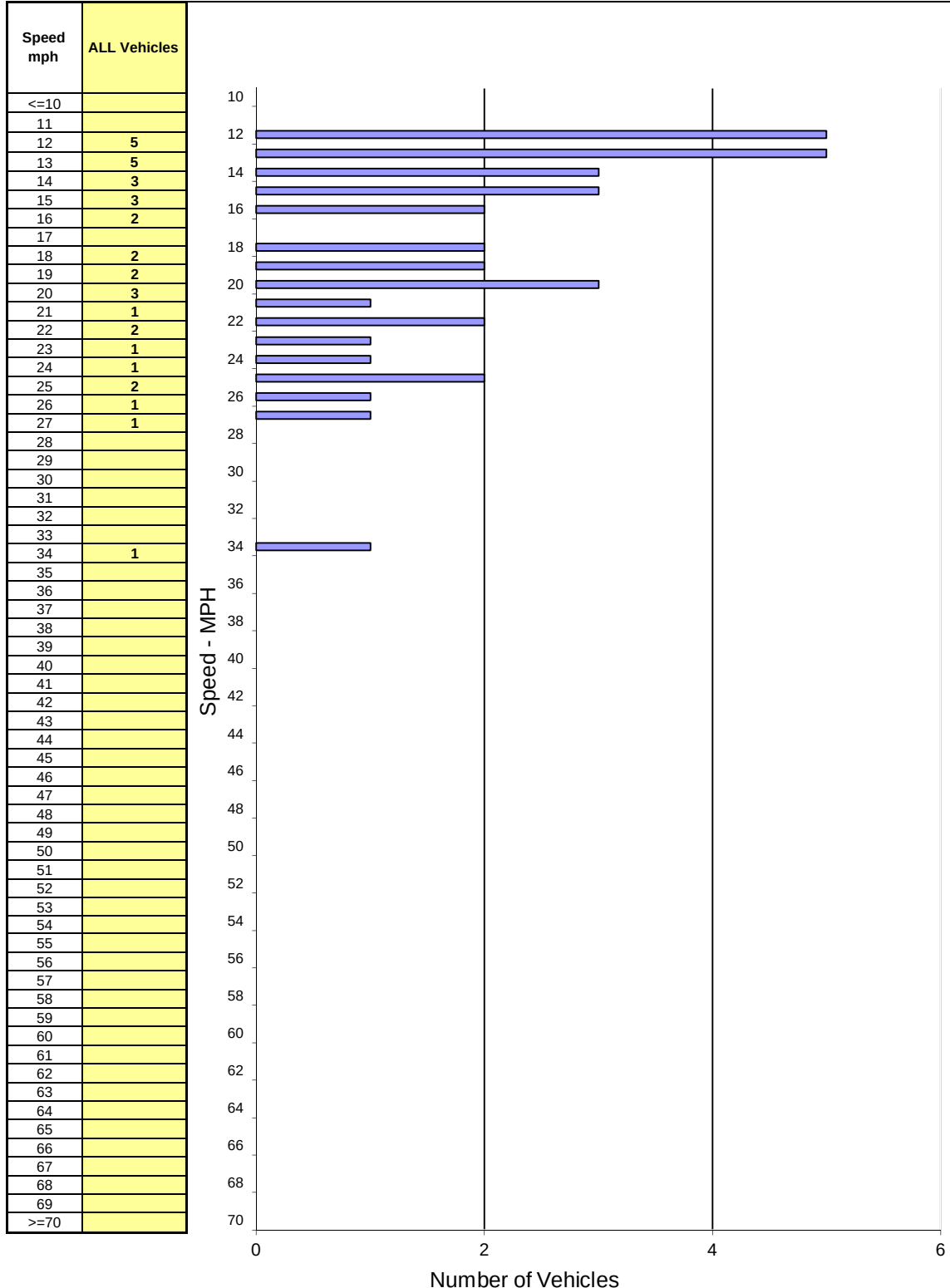
Location: 12a - 8th St Bet. 2nd Ave & 3rd Ave

TIME: 9:00-11:00

Posted Speed: 35 MPH Clear/Dry

Project #: 18-8439-001

Eastbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	35	12 - 34	16 mph	24 mph	12 - 21	26	74%	0% / 0	26% / 9

Spot Speed Study

Prepared by: National Data & Surveying Services

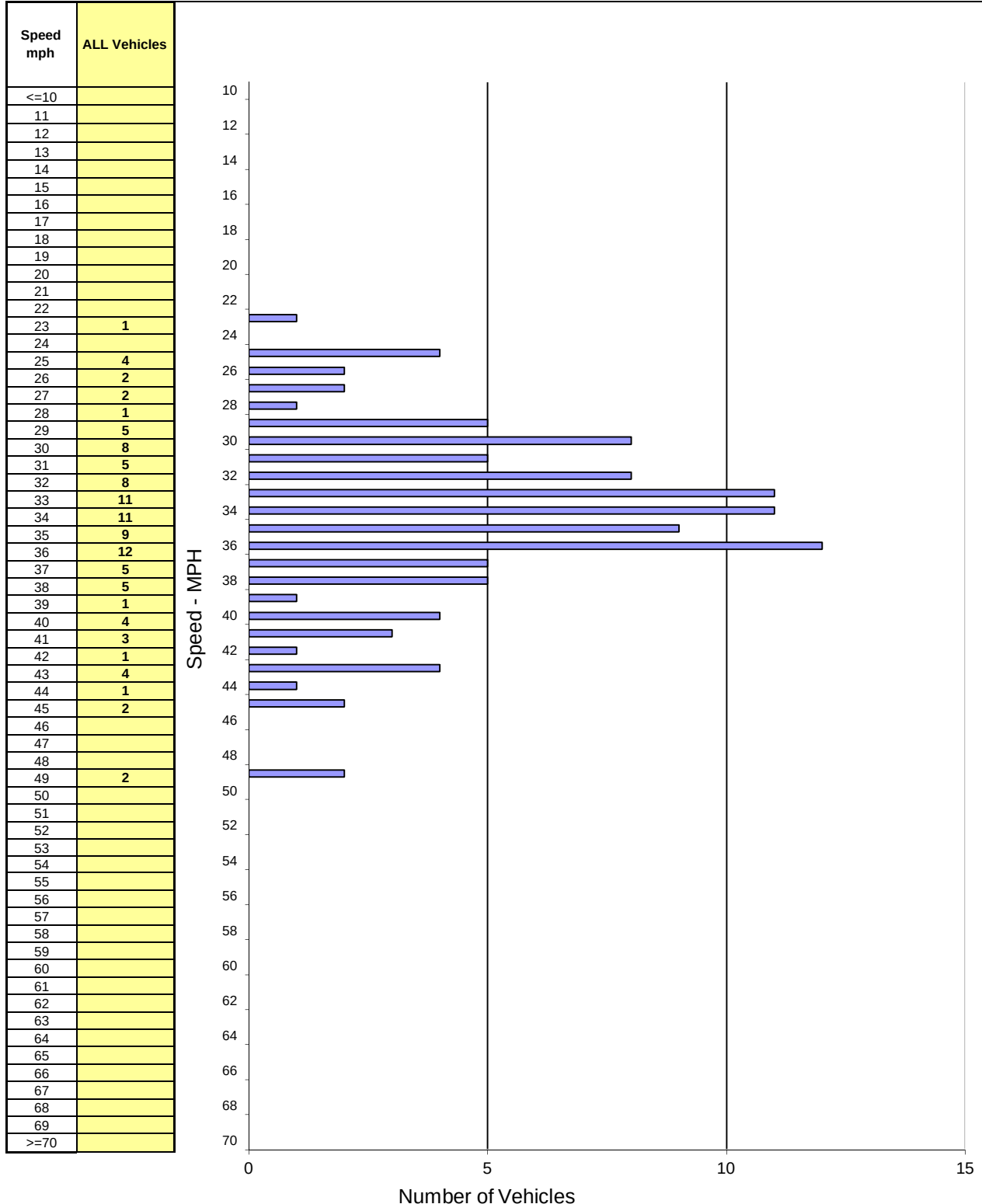
City of Marina

DATE: 5/18/2018
TIME: 11:40-13:00

Location: 12b - 8th St 350' W/O 6th Ave
Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-012

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	107	23 - 49	34 mph	40 mph	29 - 38	79	74%	9% / 10	17% / 18

Spot Speed Study

Prepared by: National Data & Surveying Services

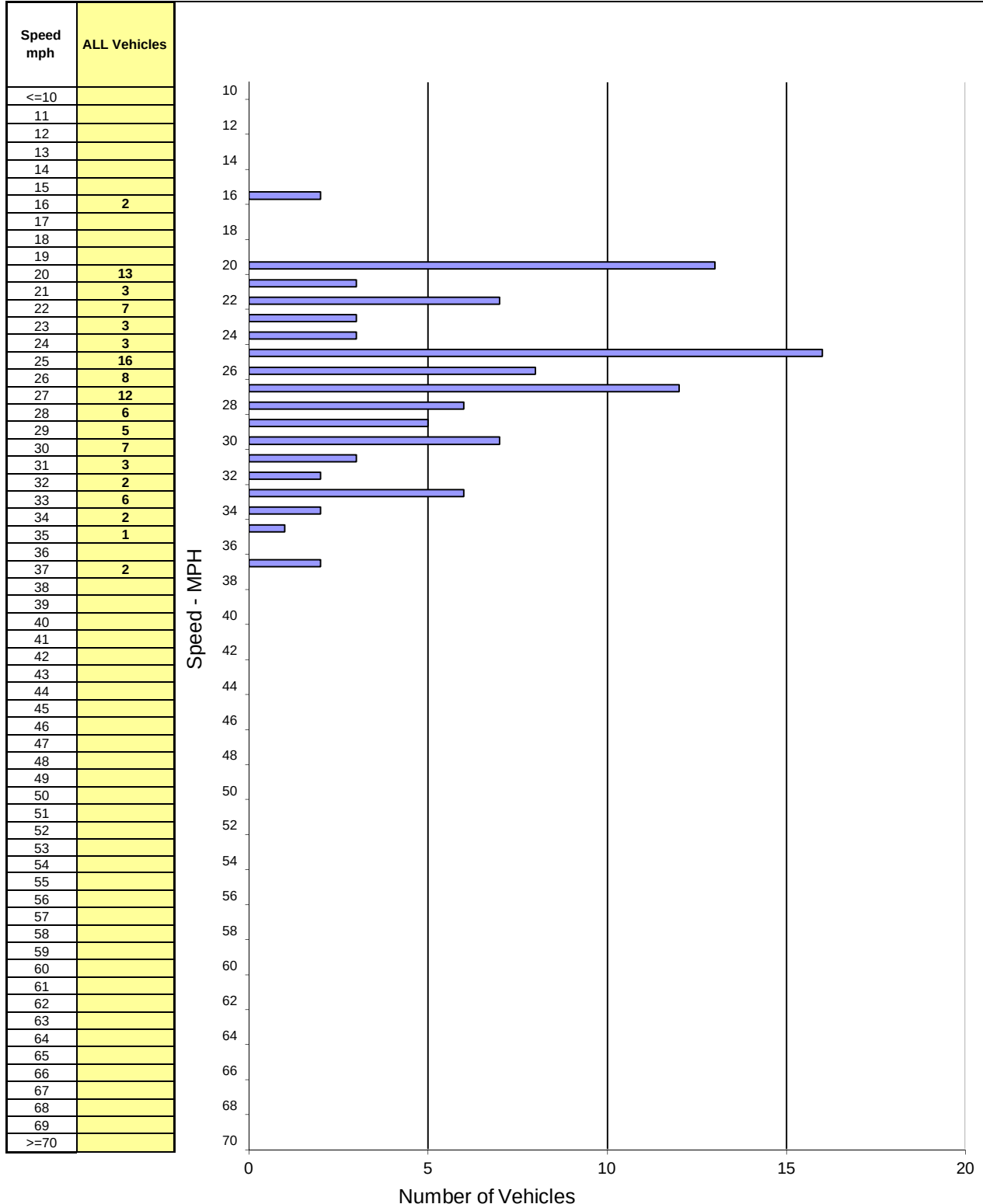
City of Marina

DATE: 5/18/2018
TIME: 09:15-11:15

Location: 13 - 9th St 300' W/O 2nd Ave
Posted Speed: 25 MPH Clear/Dry

Project #: 18-8263-013

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	101	16 - 37	26 mph	31 mph	20 - 29	76	75%	1% / 2	23% / 23

Spot Speed Study

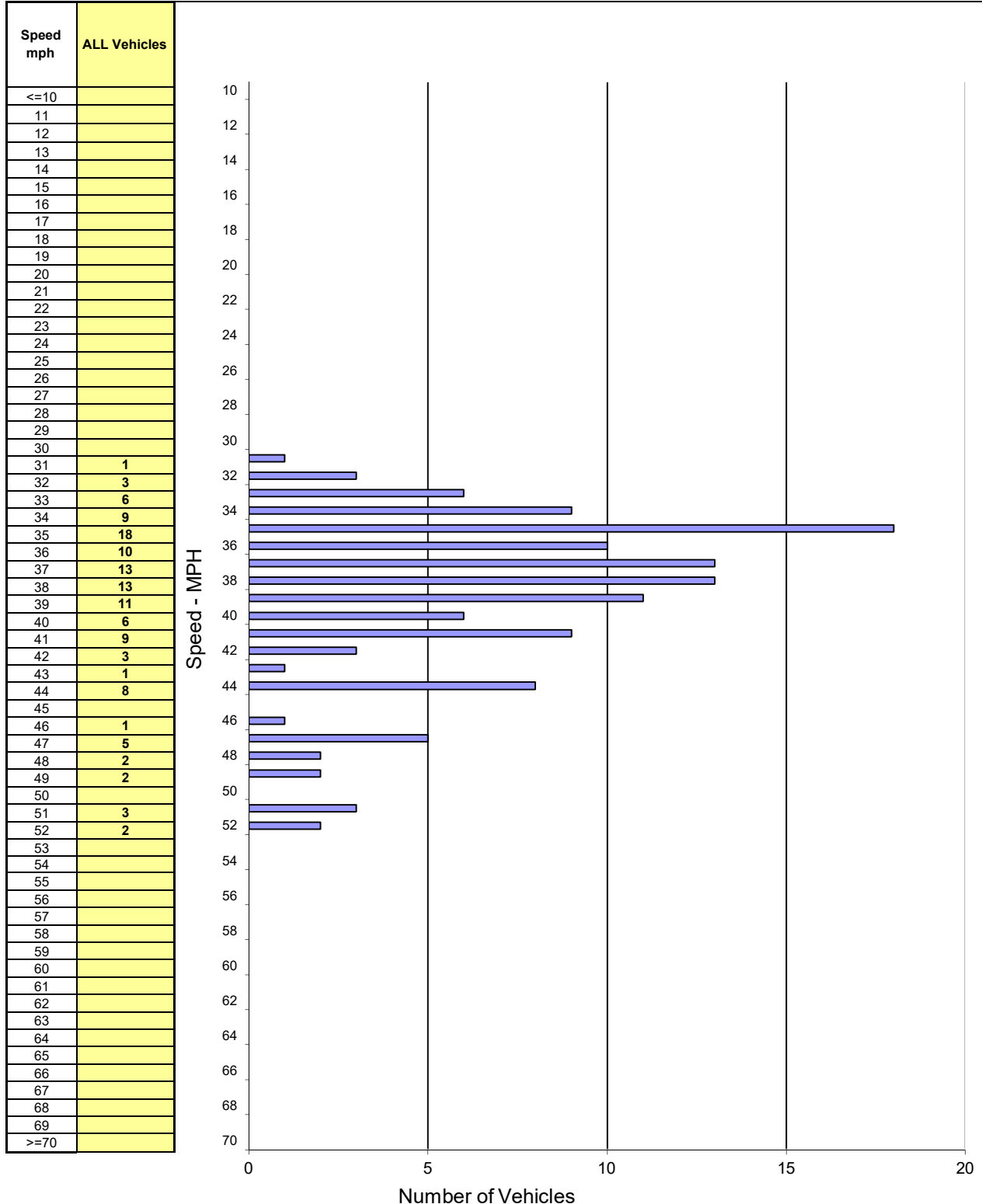
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018
TIME: 09:00-10:00

Location: 14a - 2nd Ave 500' S/O 8th St
Posted Speed: 35 MPH Clear/Dry Project #: 18-8263-014

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	126	31 - 52	38 mph	44 mph	32 - 41	98	78%	0% / 1	22% / 27

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 7/2/2019

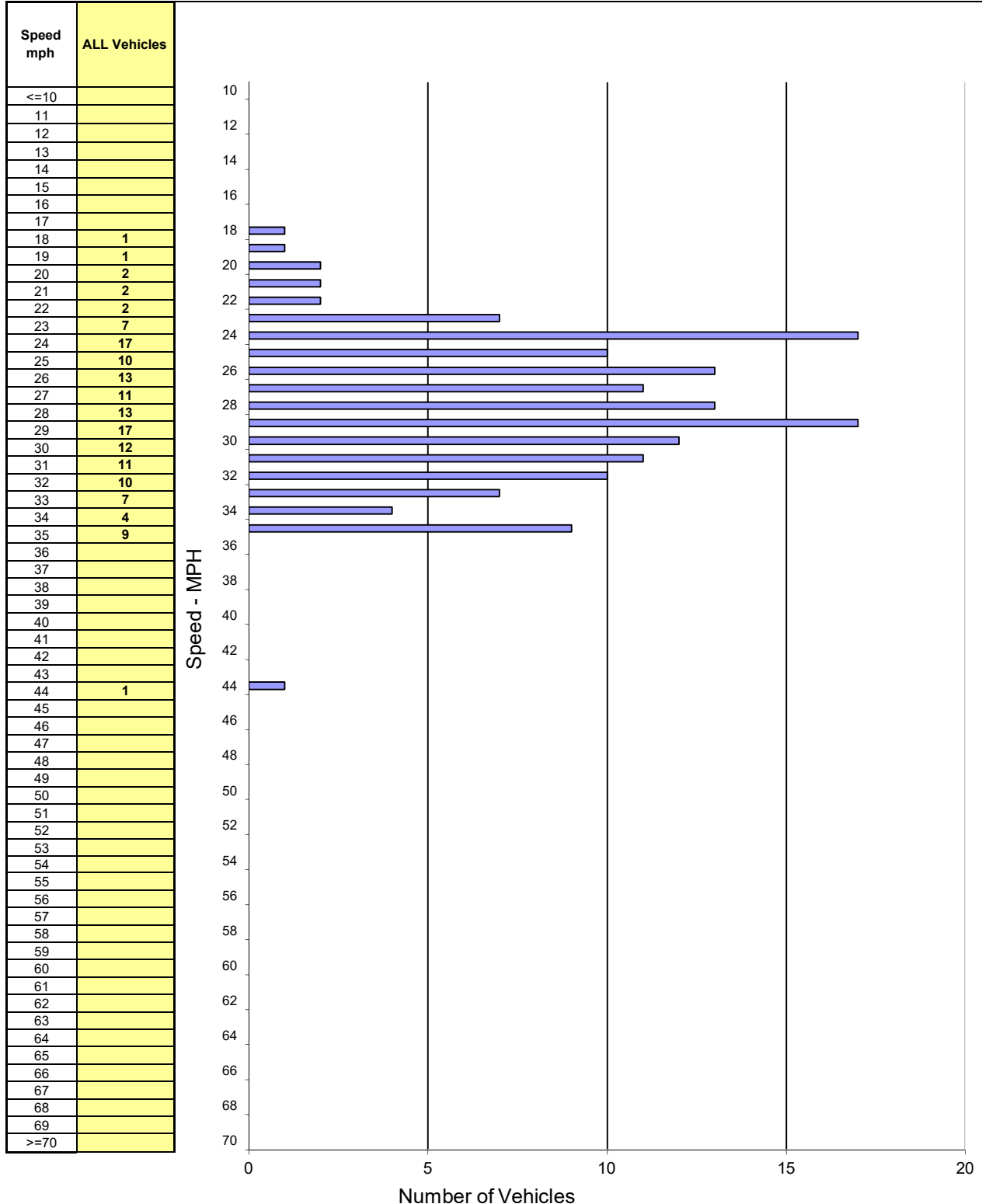
Location: 14b - 2nd Ave 250' N/O General Stilwell Dr

TIME: 12:30-13:40

Posted Speed: 35 MPH Clear/Dry

Project #: 19-8372-002

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	150	18 - 44	28 mph	32 mph	23 - 32	121	81%	5% / 8	14% / 21

Spot Speed Study

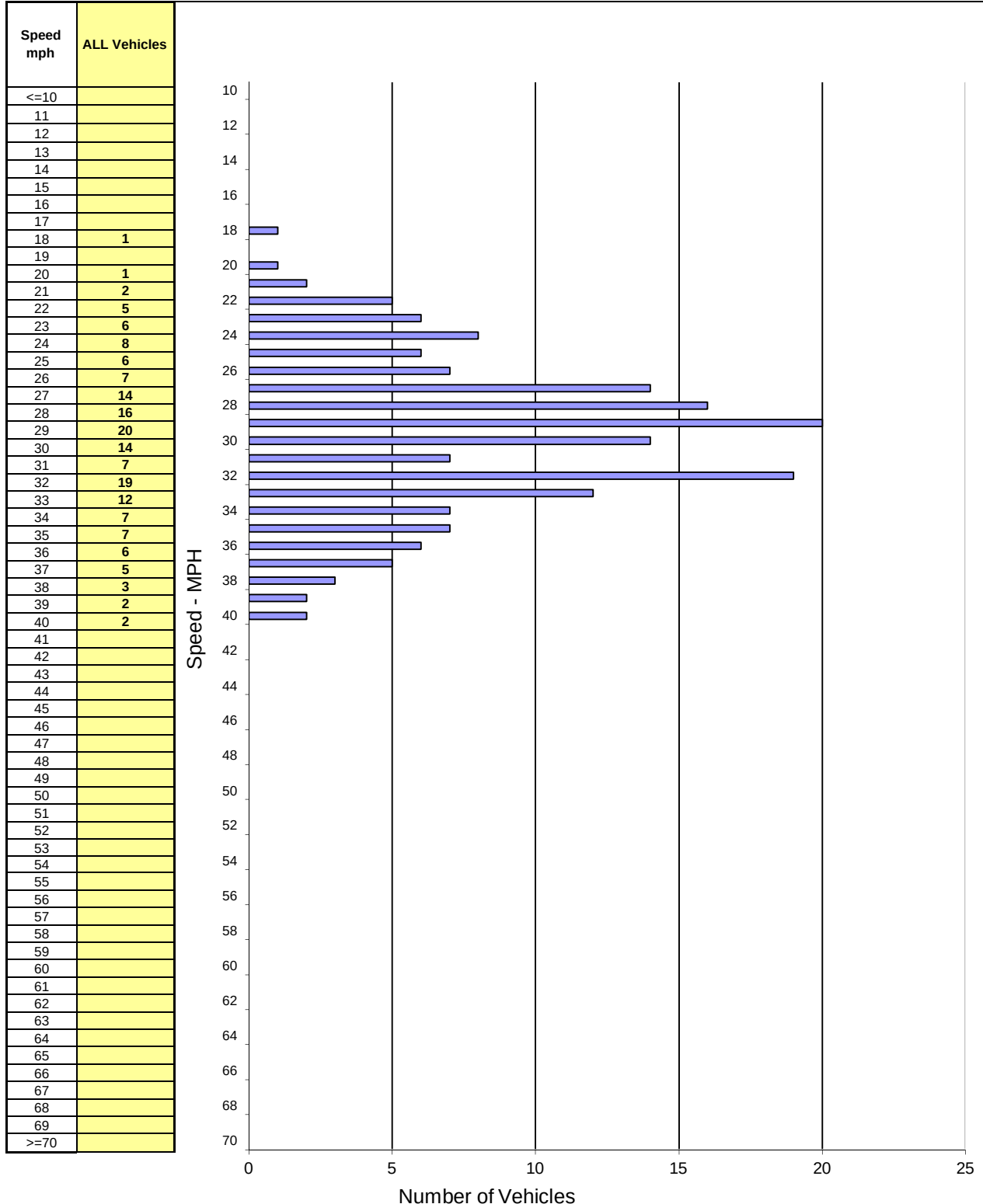
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018
TIME: 10:22-11:20

Location: 15 - Beach Rd 600' E/O Reservation Rd
Posted Speed: None Clear/Dry Project #: 18-8263-015

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	170	18 - 40	29 mph	34 mph	24 - 33	123	72%	8% / 15	19% / 32

Spot Speed Study

Prepared by: National Data & Surveying Services

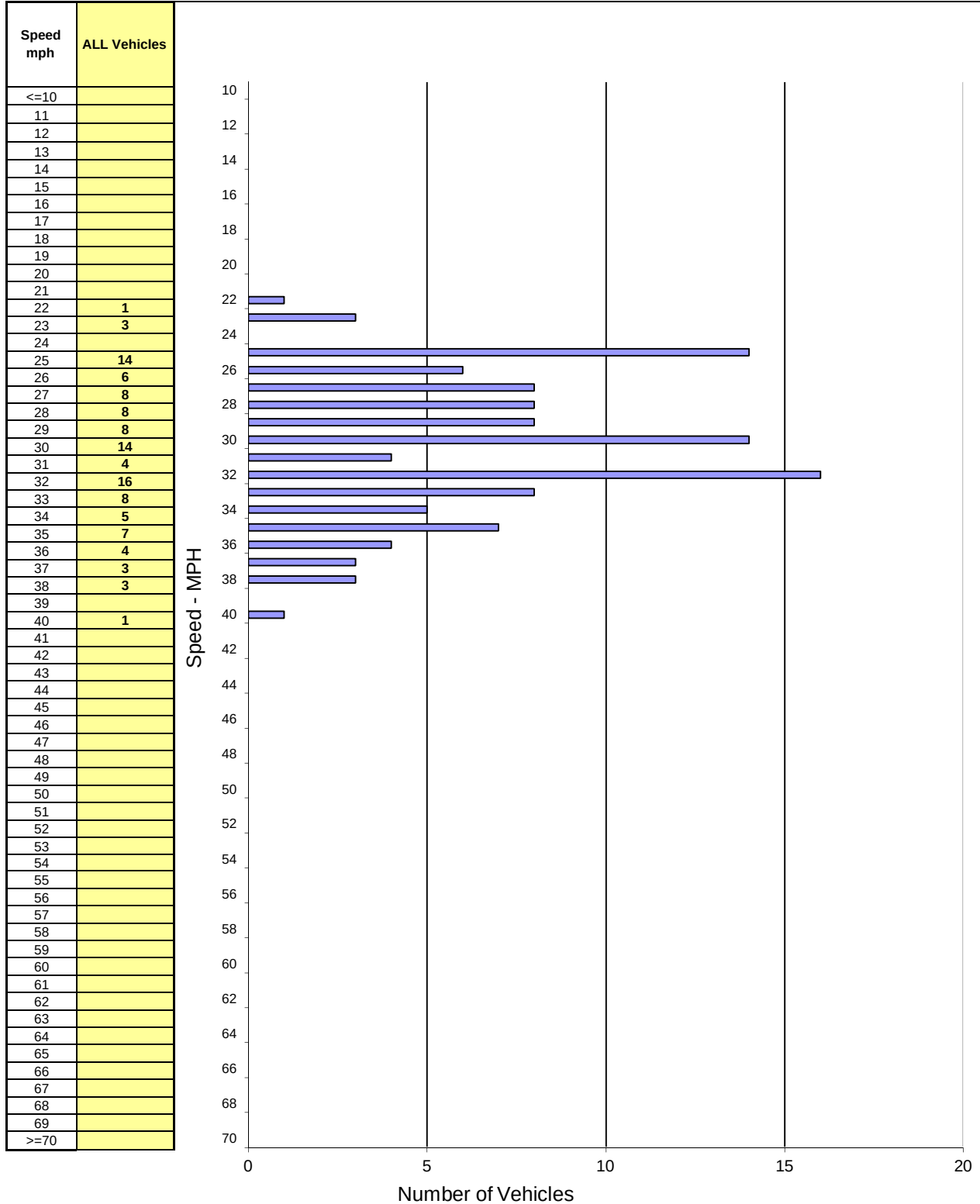
City of Marina

DATE: 5/16/2018
TIME: 10:11-11:18

Location: 16 - 3184 Del Monte Blvd
Posted Speed: 25 MPH Clear/Dry

Project #: 18-8263-016

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	113	22 - 40	30 mph	35 mph	25 - 34	91	81%	3% / 4	16% / 18

Spot Speed Study

Prepared by: National Data & Surveying Services

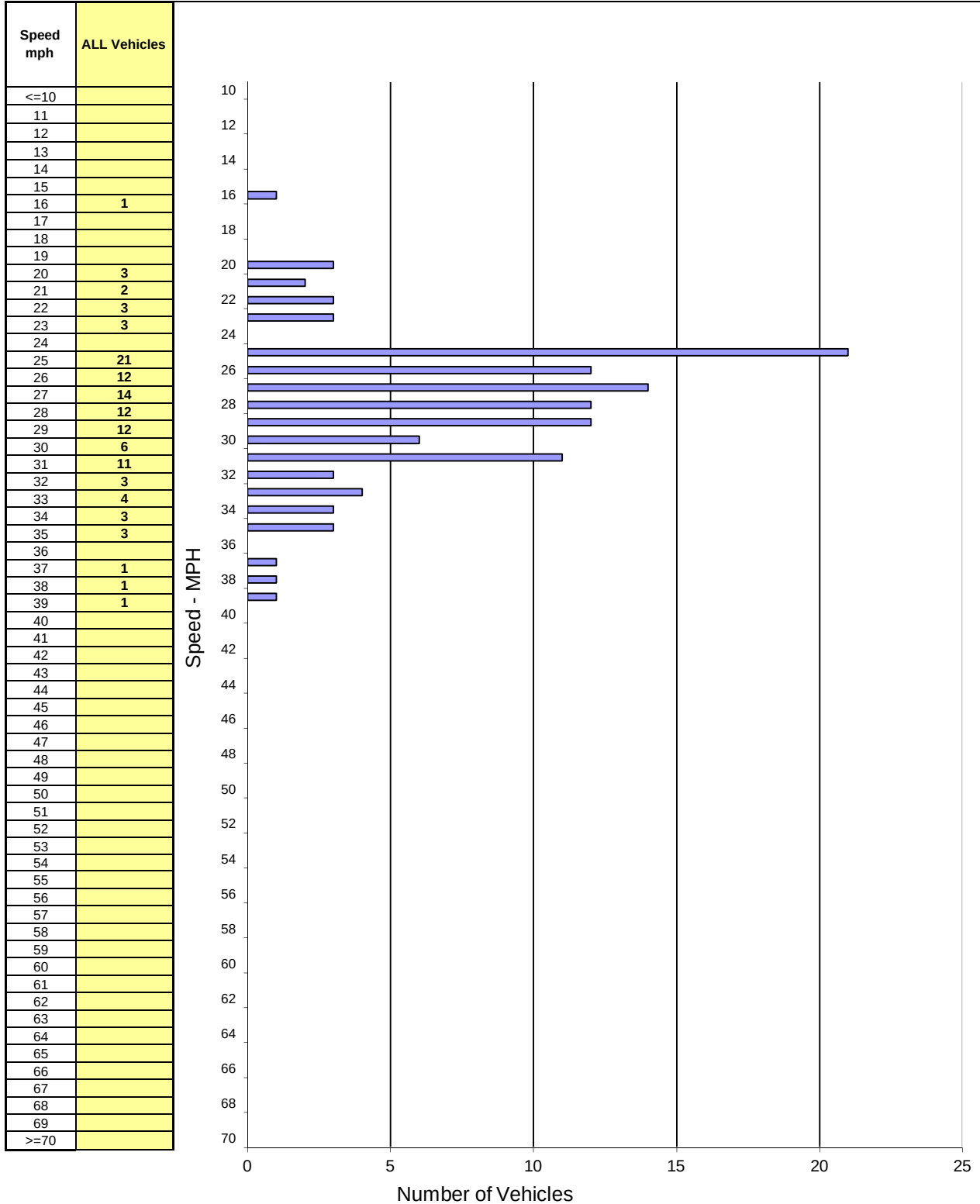
City of Marina

DATE: 5/16/2018
TIME: 11:49-13:05

Location: 17 - 3159 Crescent Ave
Posted Speed: 25 MPH Clear/Dry

Project #: 18-8263-017

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	116	16 - 39	27 mph	31 mph	25 - 34	98	84%	10% / 12	6% / 6

Spot Speed Study

Prepared by: National Data & Surveying Services

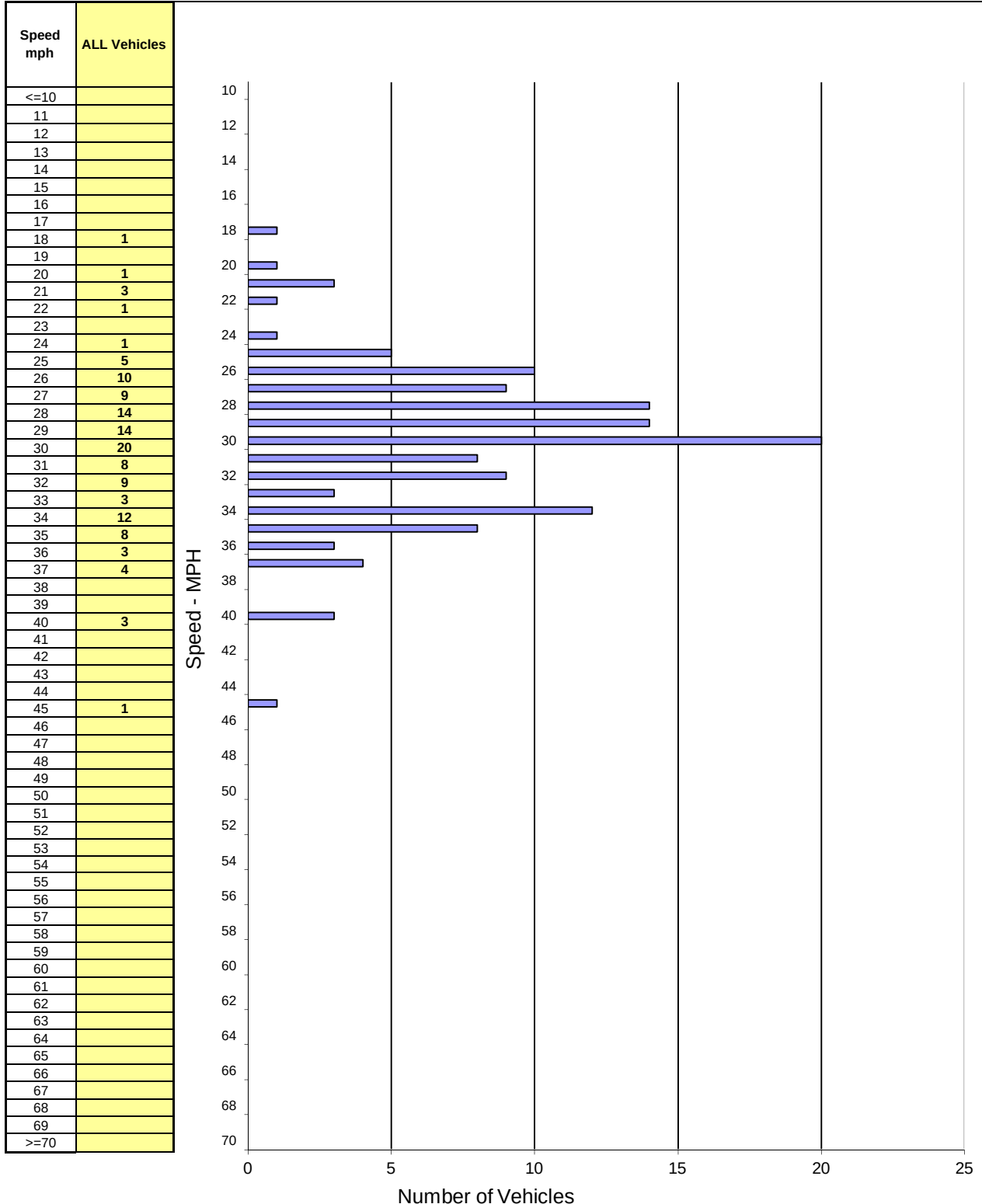
City of Marina

DATE: 5/17/2018
TIME: 09:00-10:00

Location: 18 - 3122 Crescent Ave
Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-018

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	130	18 - 45	30 mph	34 mph	26 - 35	107	82%	9% / 12	9% / 11

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/15/2018

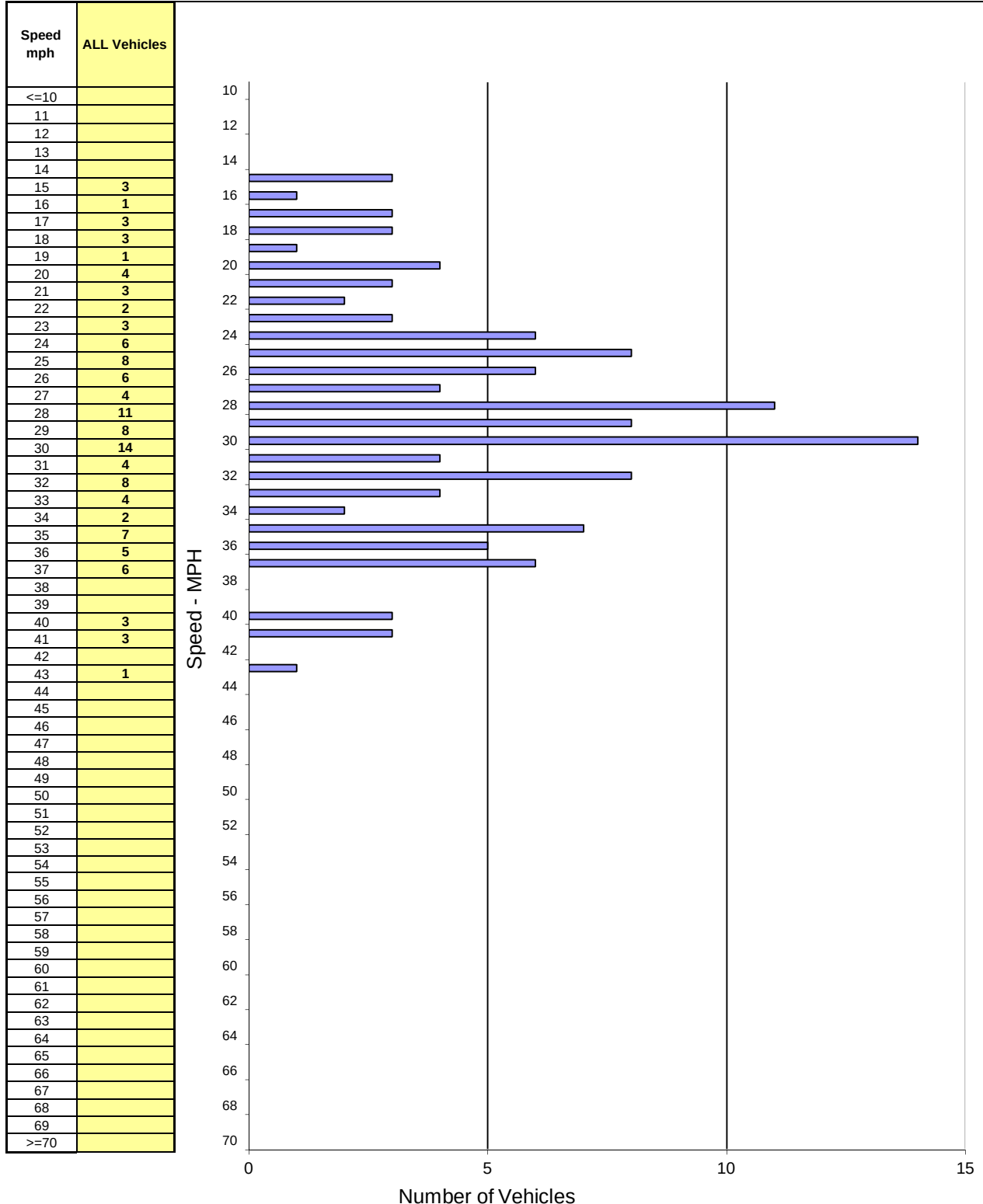
Location: 19 - Cardoza Ave100' S/O Redondo Ct

TIME: 11:25-12:35

Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-019

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	123	15 - 43	29 mph	35 mph	24 - 33	73	59%	18% / 23	22% / 27

Spot Speed Study

Prepared by: National Data & Surveying Services

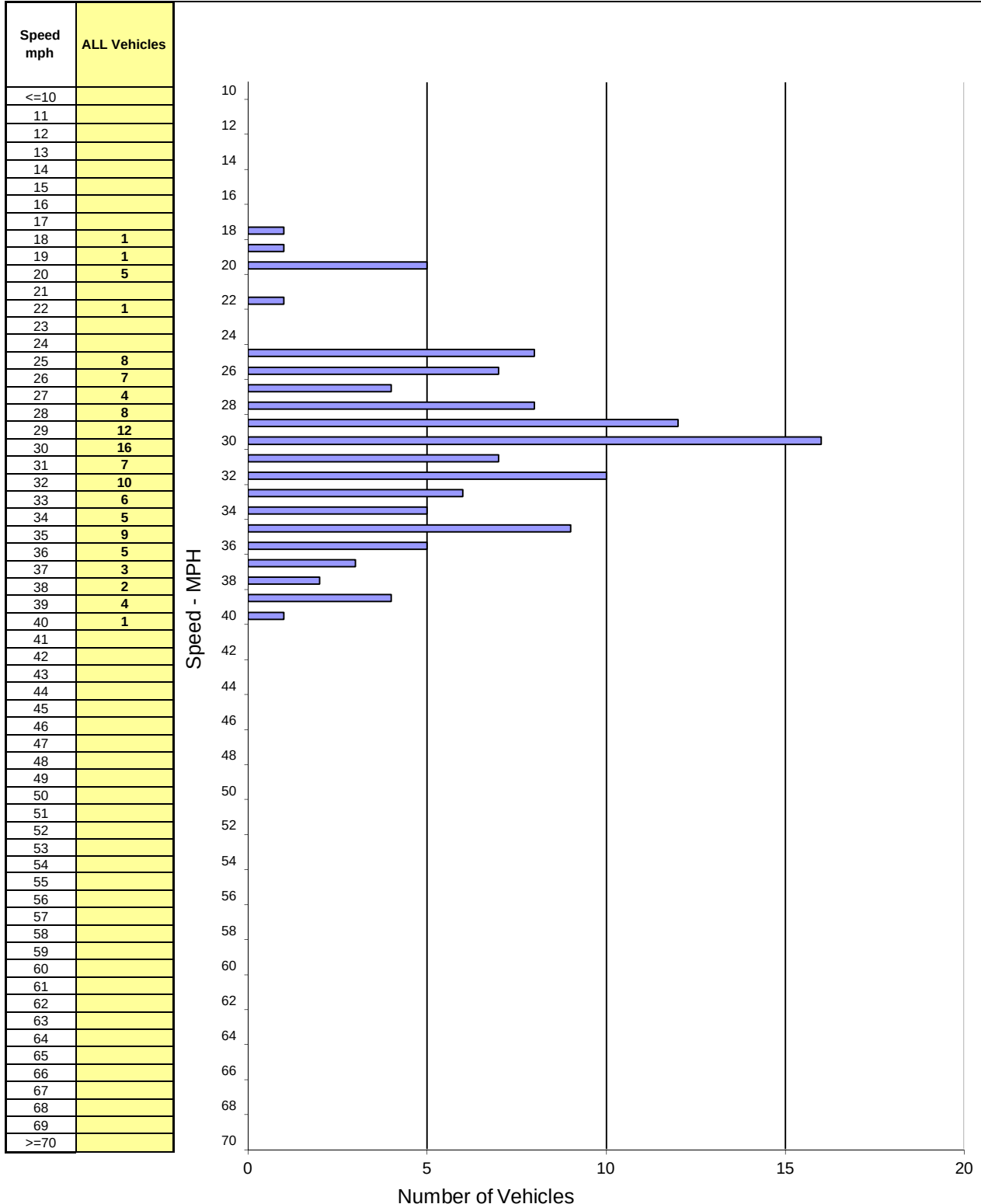
City of Marina

DATE: 5/15/2018
TIME: 10:50-11:50

Location: 20 - 235 Beach Rd
Posted Speed: 30 MPH Clear/Dry

Project #: 18-8263-020

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	115	18 - 40	30 mph	35 mph	26 - 35	84	73%	13% / 16	14% / 15

Spot Speed Study

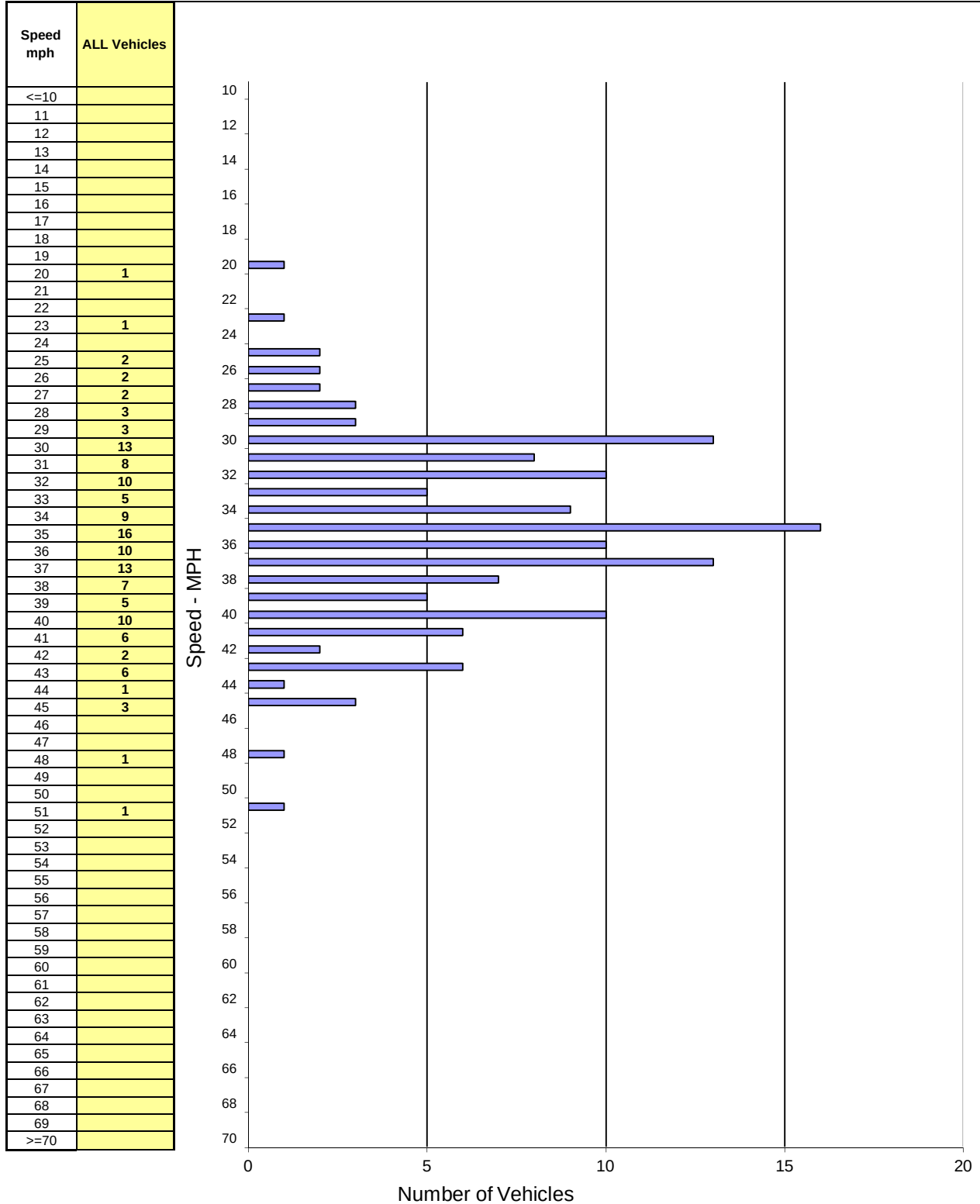
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 11:00-12:00

Location: 21 - California Ave 100' S/O Exeter Pl
Posted Speed: 35 MPH Clear/Dry Project #: 18-8263-021

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	140	20 - 51	35 mph	40 mph	30 - 39	96	69%	10% / 14	22% / 30

Spot Speed Study

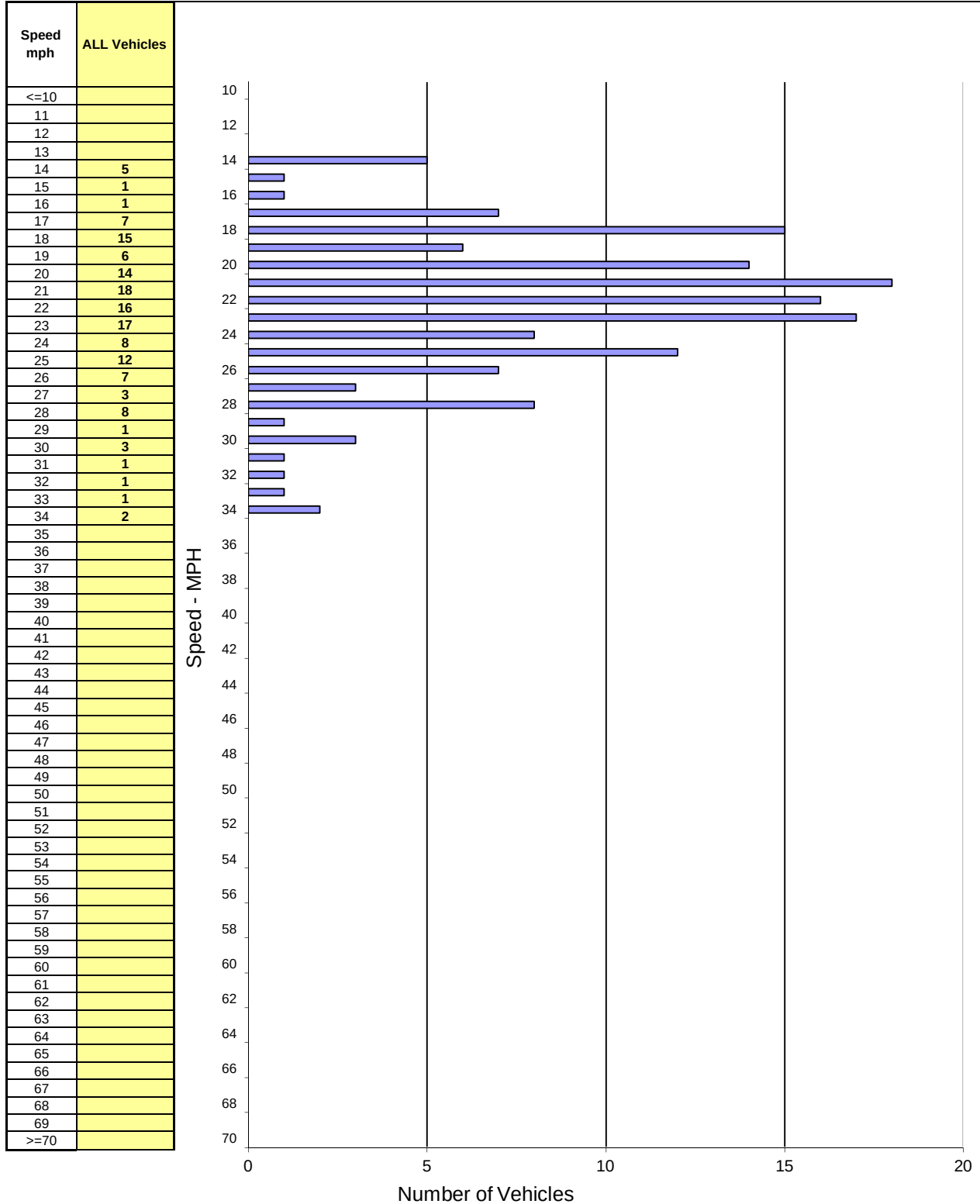
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 09:00-09:45

Location: 22 - California Ave 400' N/O Reindollar Ave
Posted Speed: 30 MPH Clear/Dry Project #: 18-8263-022

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	147	14 - 34	22 mph	26 mph	17 - 26	120	82%	4% / 7	14% / 20

Spot Speed Study

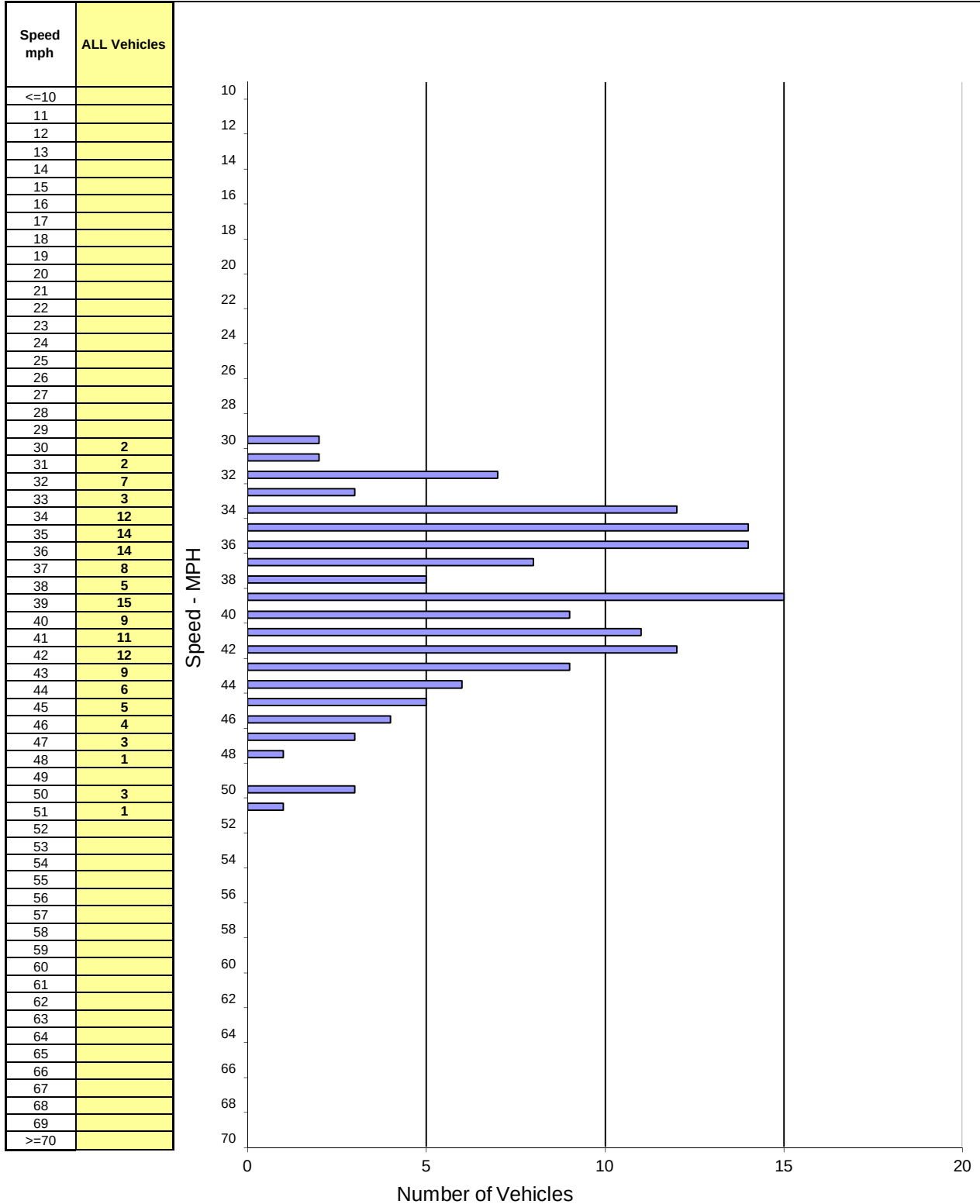
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/22/2018
TIME: 10:10-11:10

Location: 23 - California Ave 150' S/O 3rd St
Posted Speed: 35 MPH Clear/Dry Project #: 18-8263-023

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	146	30 - 51	39 mph	44 mph	34 - 43	109	75%	9% / 14	16% / 23

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 6/27/2018

TIME: 13:00-15:00

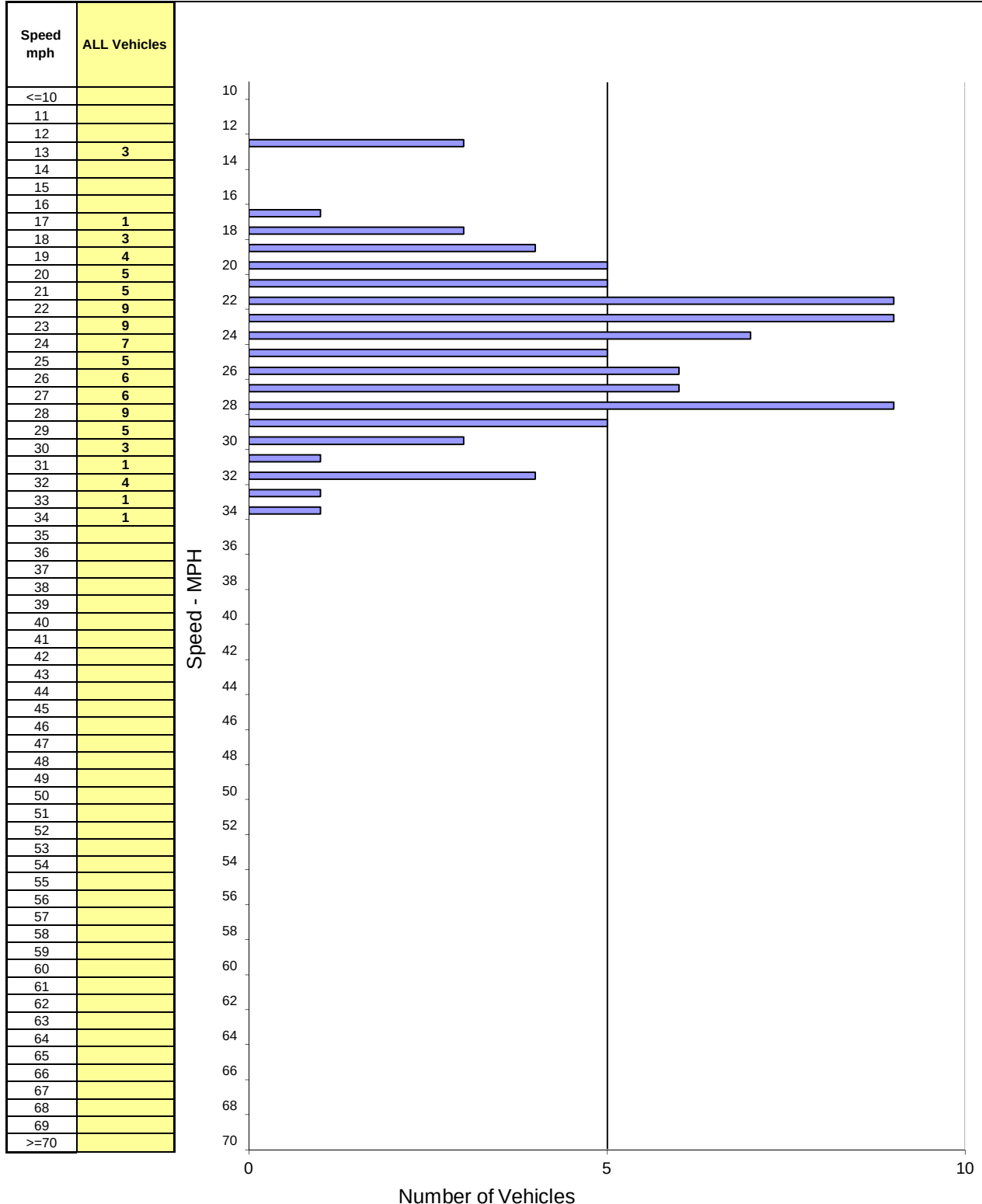
Location: 24 - California Ave 200' S/O Imjin Pkwy

Posted Speed: None

Clear/Dry

Project #: 18-8263-024

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	87	13 - 34	24 mph	29 mph	20 - 29	66	76%	12% / 11	12% / 10

Spot Speed Study

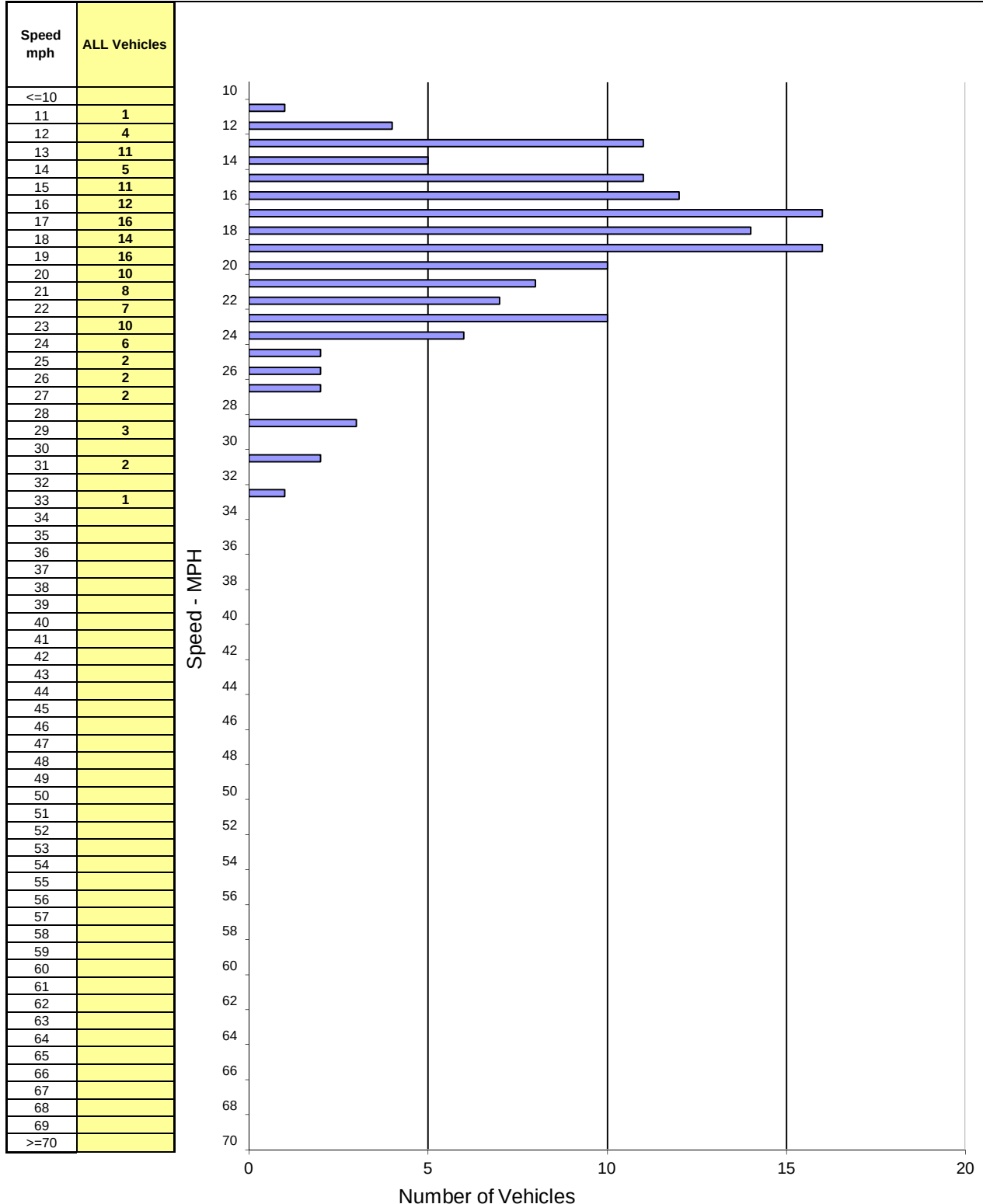
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 09:15-10:45

Location: 25 - Reindollar Ave 200' W/O Vaughn Ave
Posted Speed: None Clear/Dry Project #: 18-8263-025

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	143	11 - 33	18 mph	23 mph	15 - 24	115	80%	14% / 21	5% / 7

Spot Speed Study

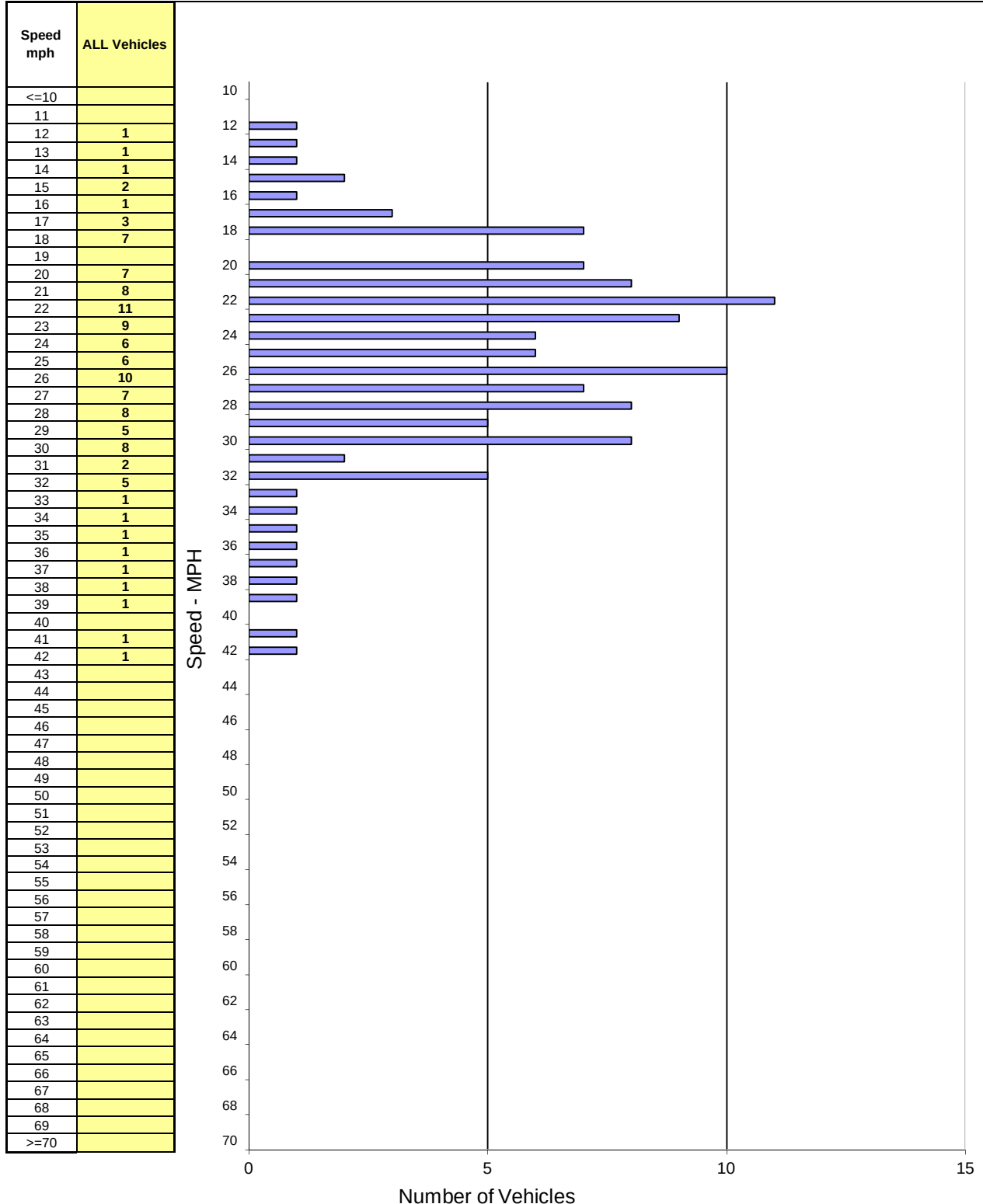
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 11:50-12:50

Location: 26 - Reindollar Ave 100' E/O Eddy St
Posted Speed: 30 MPH Clear/Dry Project #: 18-8263-026

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	117	12 - 42	25 mph	30 mph	21 - 30	78	67%	19% / 23	14% / 16

Spot Speed Study

Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018

Location: 27 - Carmel Ave 50' W/O Busby Ln

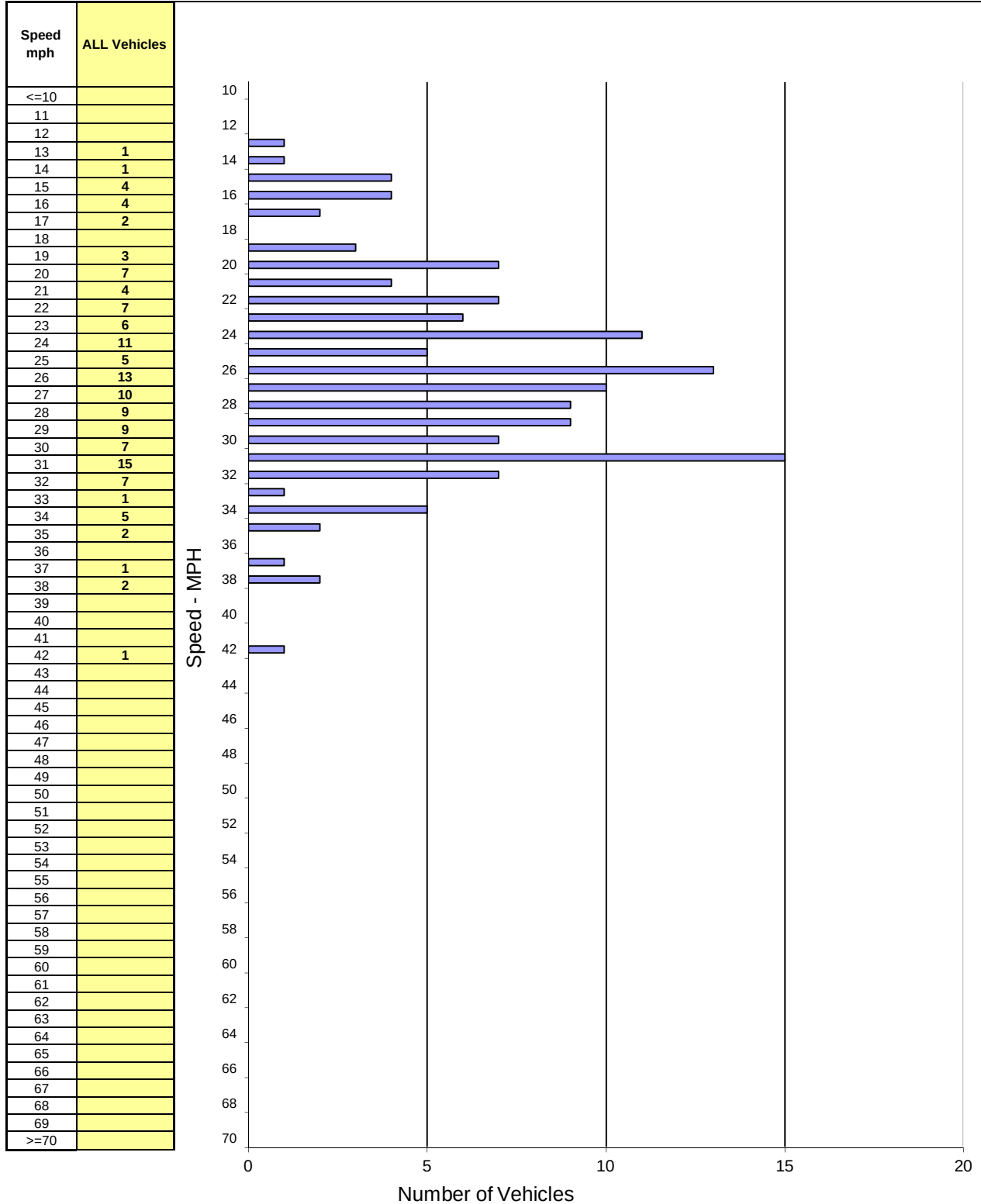
TIME: 9:07-10:07

Posted Speed: None

Clear/Dry

Project #: 18-8263-027

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	137	13 - 42	27 mph	31 mph	22 - 31	92	67%	18% / 26	14% / 19

Spot Speed Study

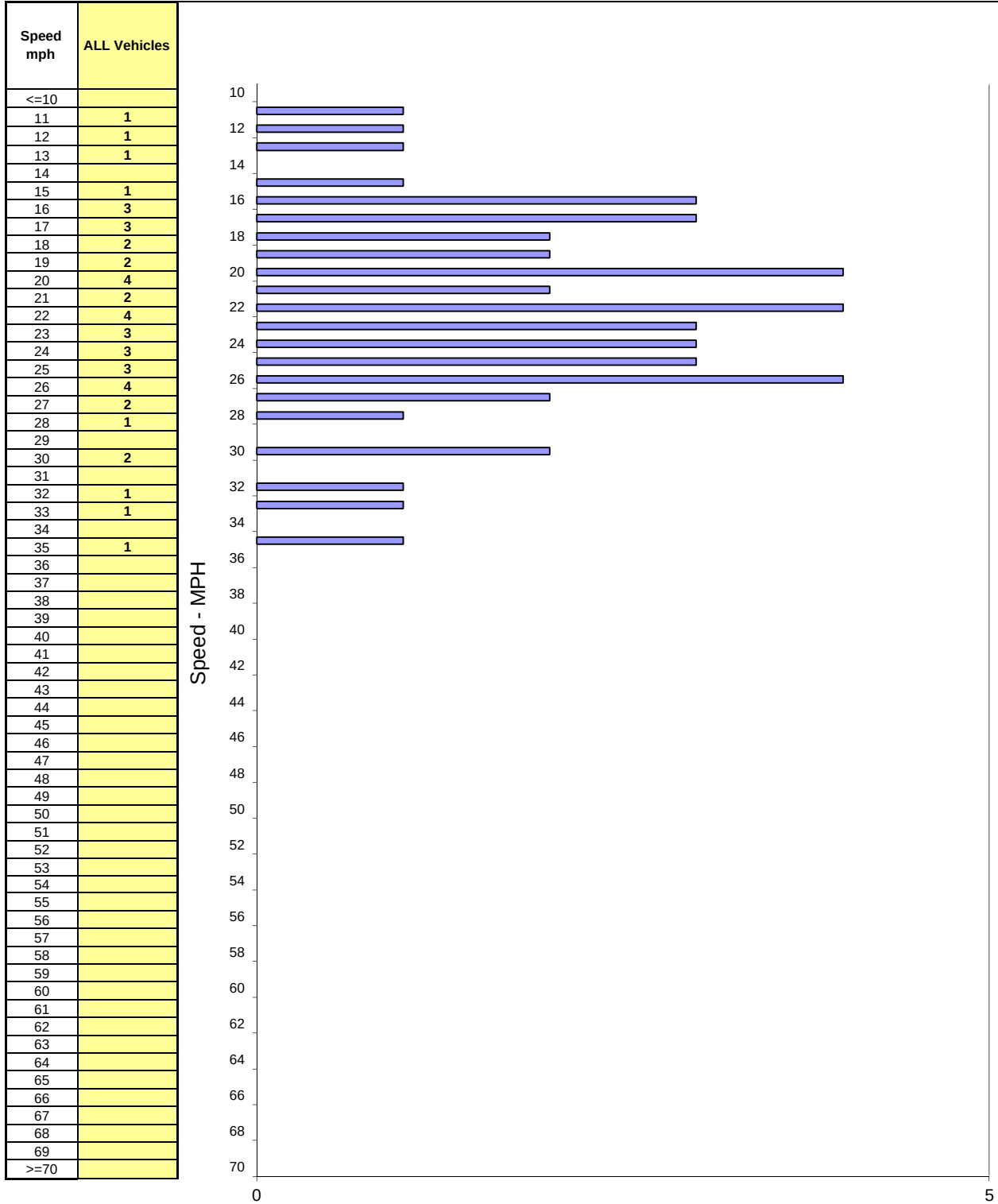
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018
TIME: 10:10-12:10

Location: 28 - Carmel Ave 200' E/O Lynscott Dr
Posted Speed: 15 MPH Clear/Dry Project #: 18-8263-028

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	45	11 - 35	22 mph	27 mph	17 - 26	30	67%	15% / 7	18% / 8

Spot Speed Study

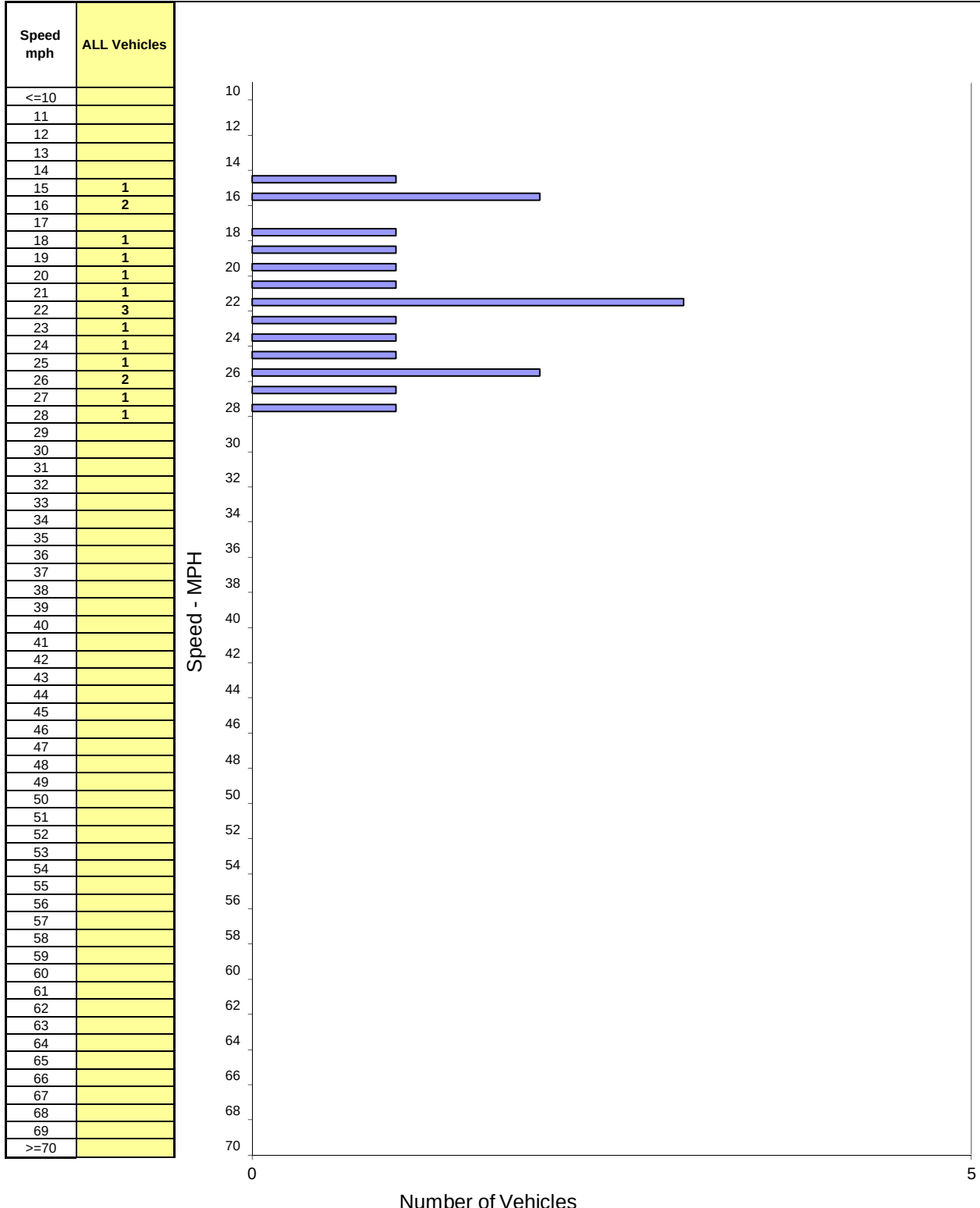
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018
TIME: 12:00-14:00

Location: 29 - Salinas Ave 50' N/O Ellis Ct
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-029

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	17	15 - 28	22 mph	26 mph	18 - 27	13	76%	17% / 3	6% / 1

Spot Speed Study

Prepared by: National Data & Surveying Services

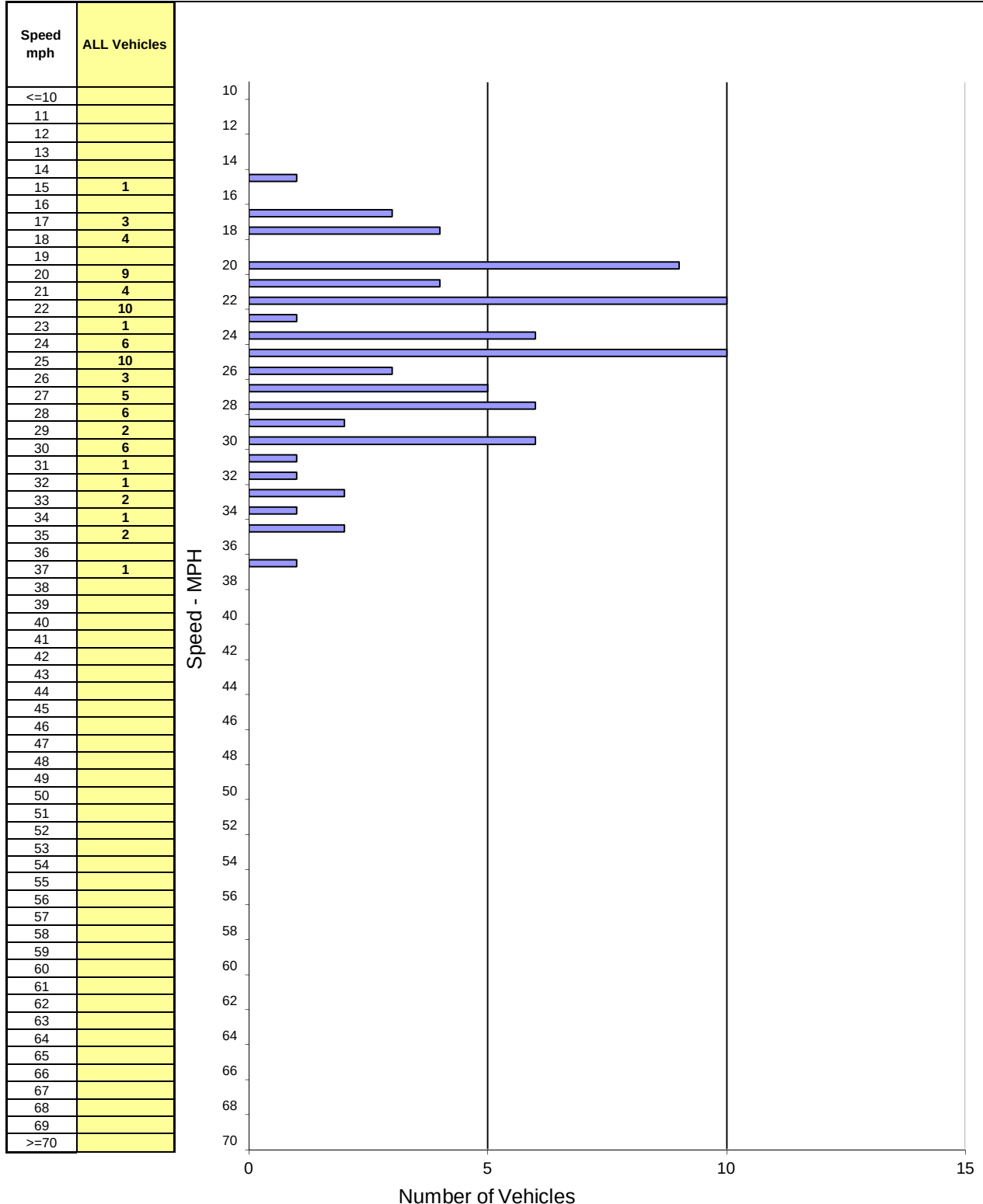
City of Marina

DATE: 5/15/2018
TIME: 11:55-13:55

Location: 30 - 3344 Paul Davis Dr
Posted Speed: 20 MPH Clear/Dry

Project #: 18-8263-030

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	78	15 - 37	25 mph	30 mph	20 - 29	56	72%	10% / 8	18% / 14

Spot Speed Study

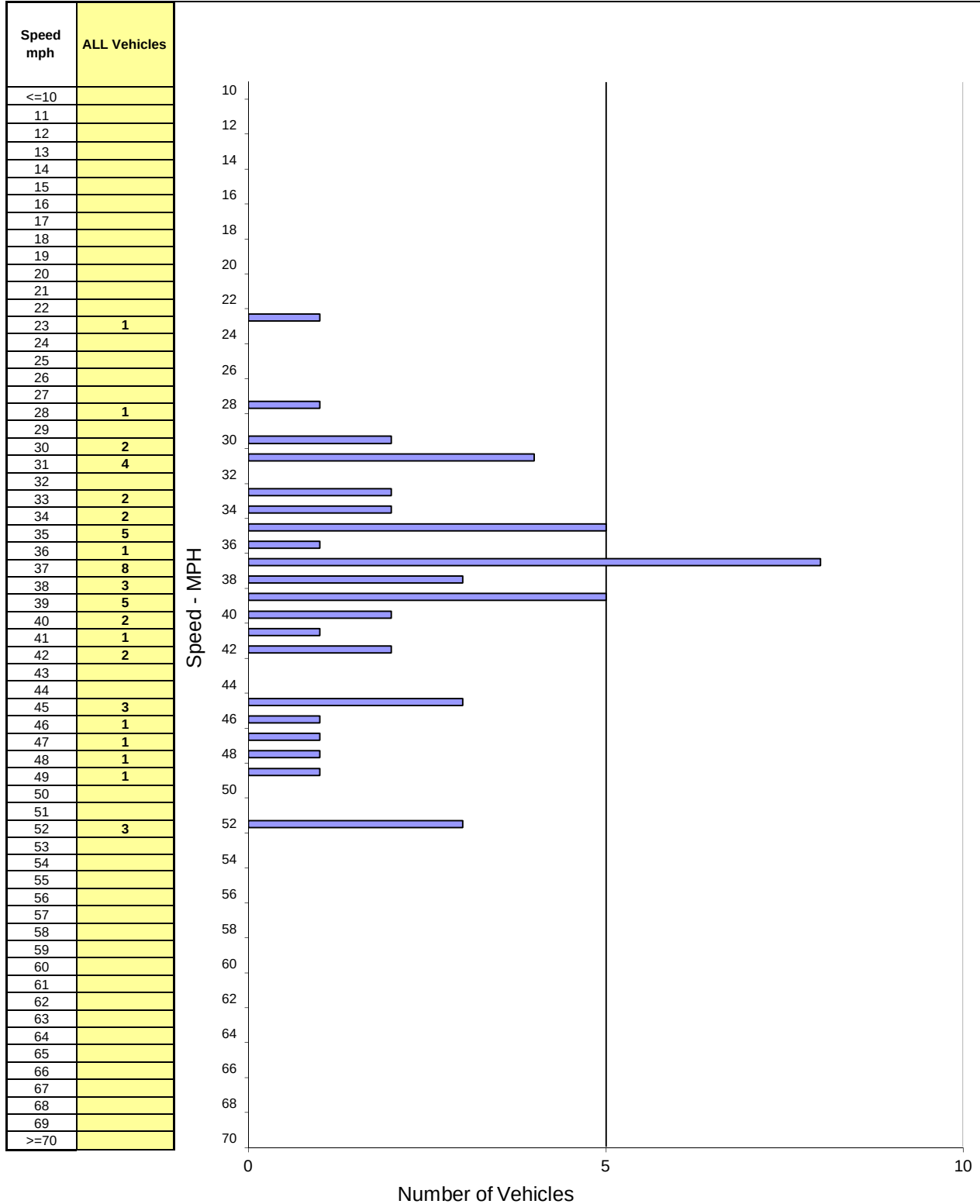
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/23/2018
TIME: 10:50-12:50

Location: 31 - Patton Pkwy W/O California Ave
Posted Speed: 30 MPH Clear/Dry Project #: 18-8263-031

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	49	23 - 52	37 mph	45 mph	30 - 39	32	65%	4% / 2	31% / 15

Spot Speed Study

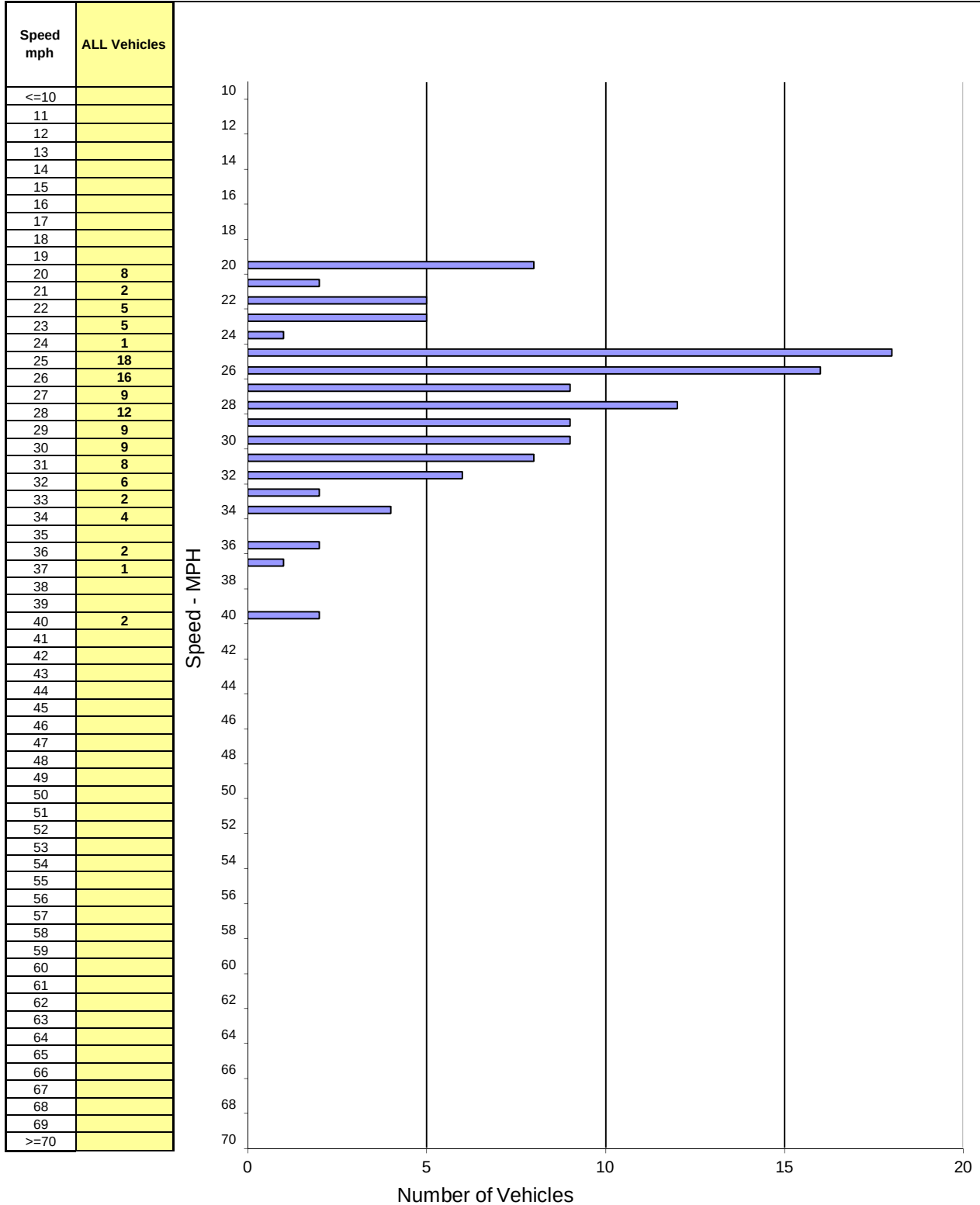
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/17/2018
TIME: 10:08-11:08

Location: 32 - Crescent Ave 300' N/O Patton Pkwy
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-032

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	119	20 - 40	27 mph	31 mph	23 - 32	93	78%	12% / 15	10% / 11

Spot Speed Study

Prepared by: National Data & Surveying Services

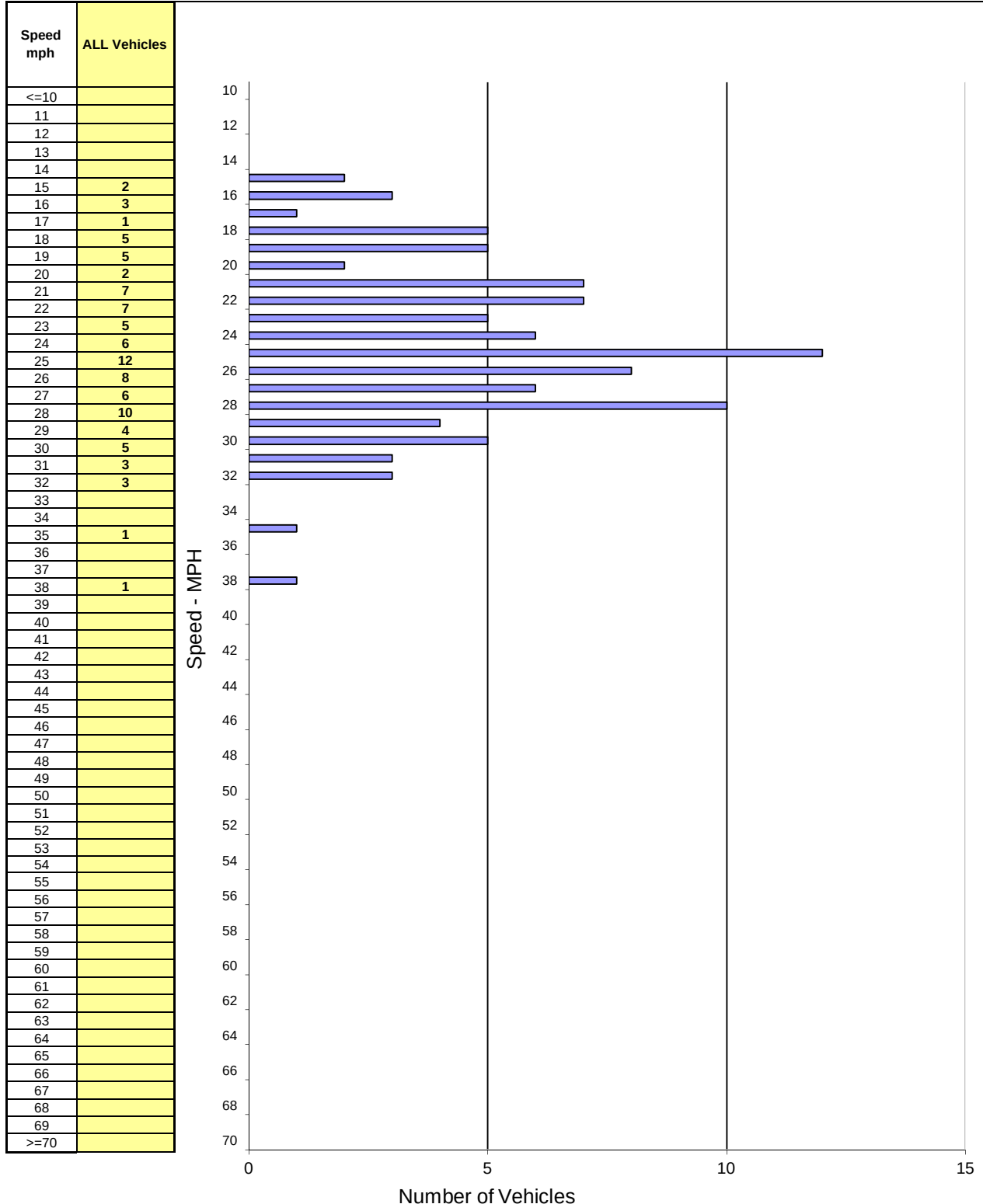
City of Marina

DATE: 5/17/2018
TIME: 11:12-13:12

Location: 33 - 3066 Vaughan Ave
Posted Speed: 25 MPH Clear/Dry

Project #: 18-8263-033

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	96	15 - 38	25 mph	29 mph	21 - 30	70	73%	18% / 18	9% / 8

Spot Speed Study

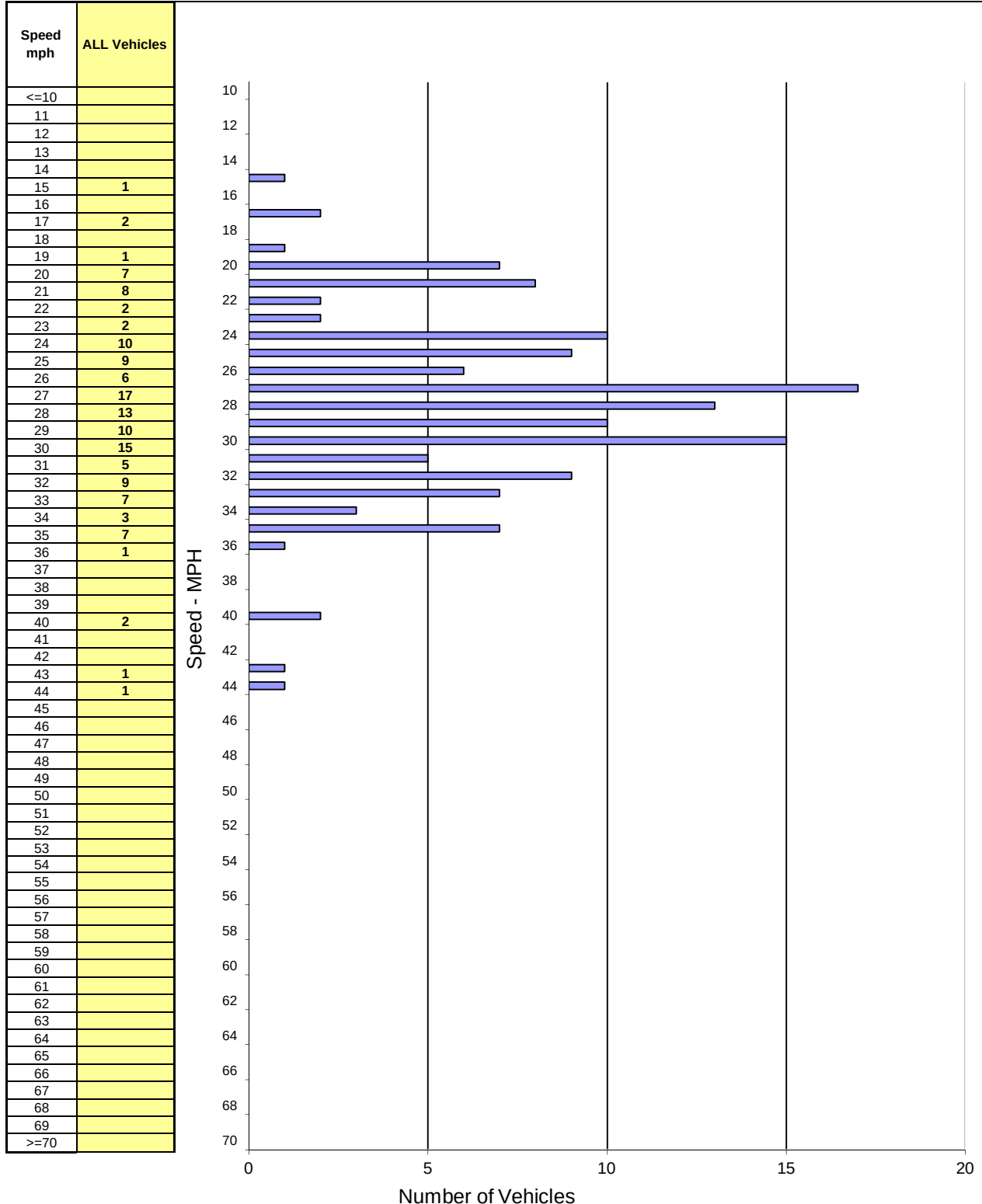
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018
TIME: 10:13-11:17

Location: 34 - Seacrest Ave 400' S/O Reservation Rd
Posted Speed: None Clear/Dry Project #: 18-8263-034

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	139	15 - 44	28 mph	33 mph	24 - 33	101	73%	16% / 23	11% / 15

Spot Speed Study

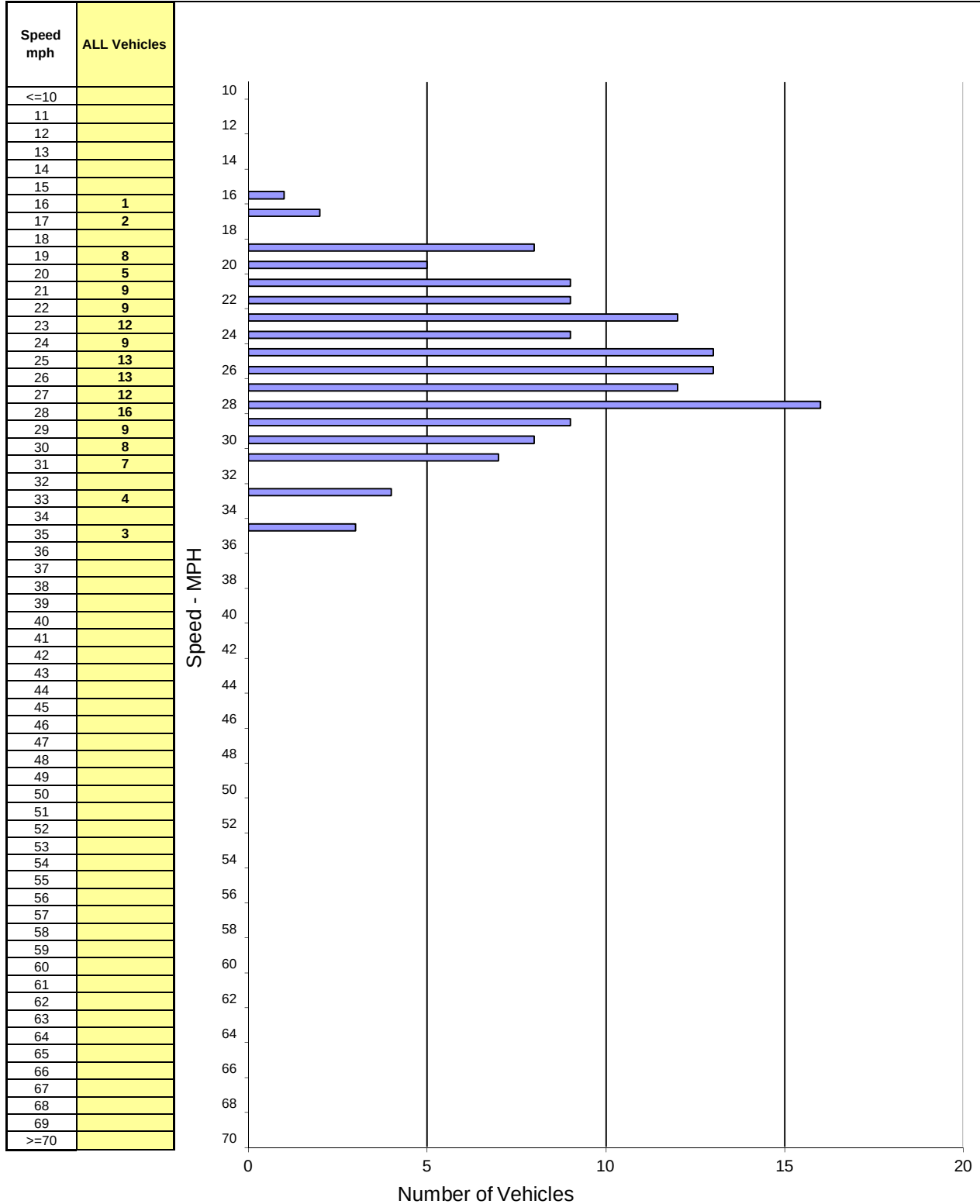
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018
TIME: 11:30-12:30

Location: 35 - Seacrest Ave 150' S/O Hillcrest Ave
Posted Speed: None Clear/Dry Project #: 18-8263-035

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	140	16 - 35	26 mph	30 mph	21 - 30	110	79%	11% / 16	10% / 14

Spot Speed Study

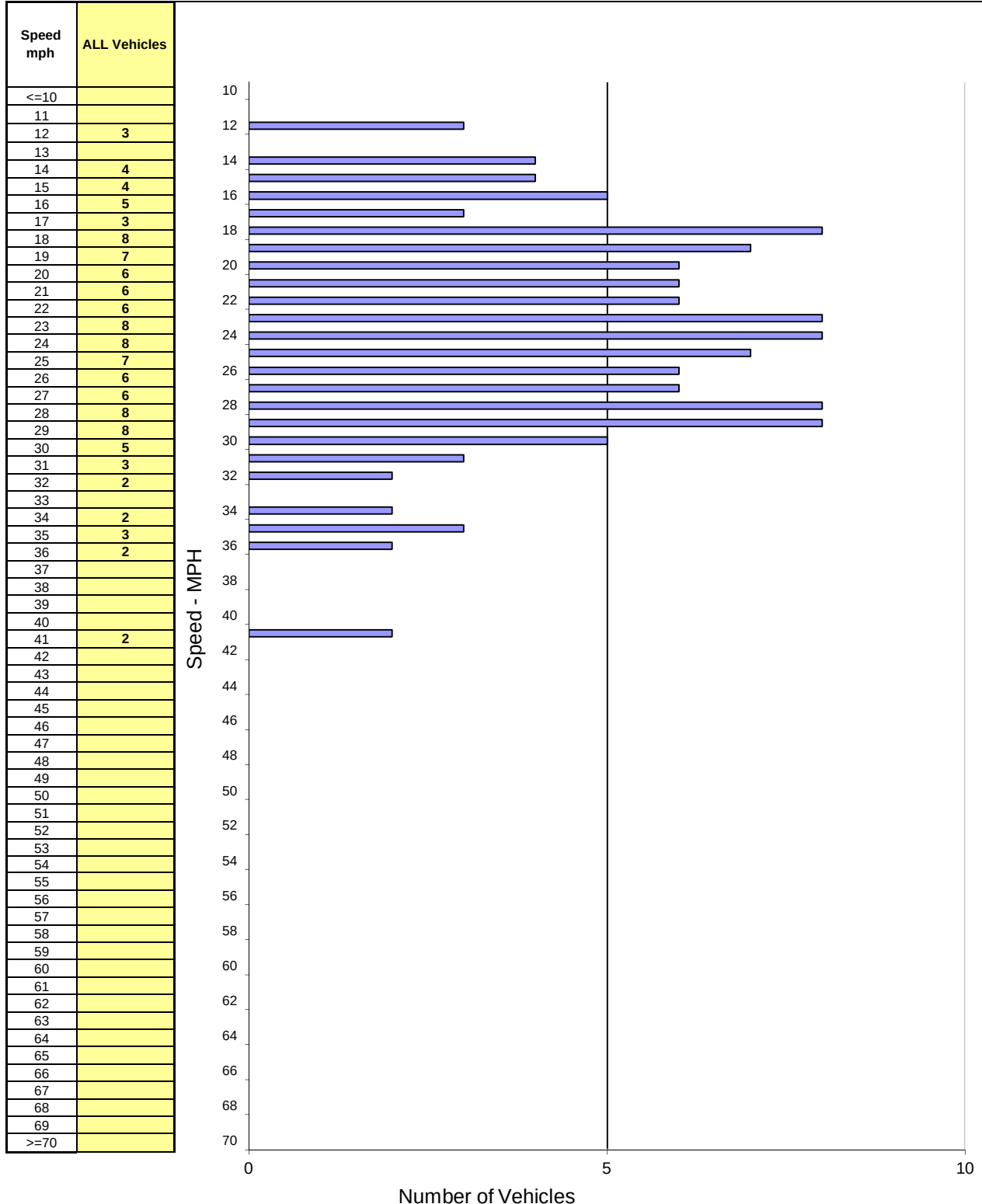
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018
TIME: 10:40-11:30

Location: 36 - Lake Dr 250' S/O Messinger Dr
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-036

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	122	12 - 41	24 mph	30 mph	20 - 29	69	57%	27% / 34	16% / 19

Spot Speed Study

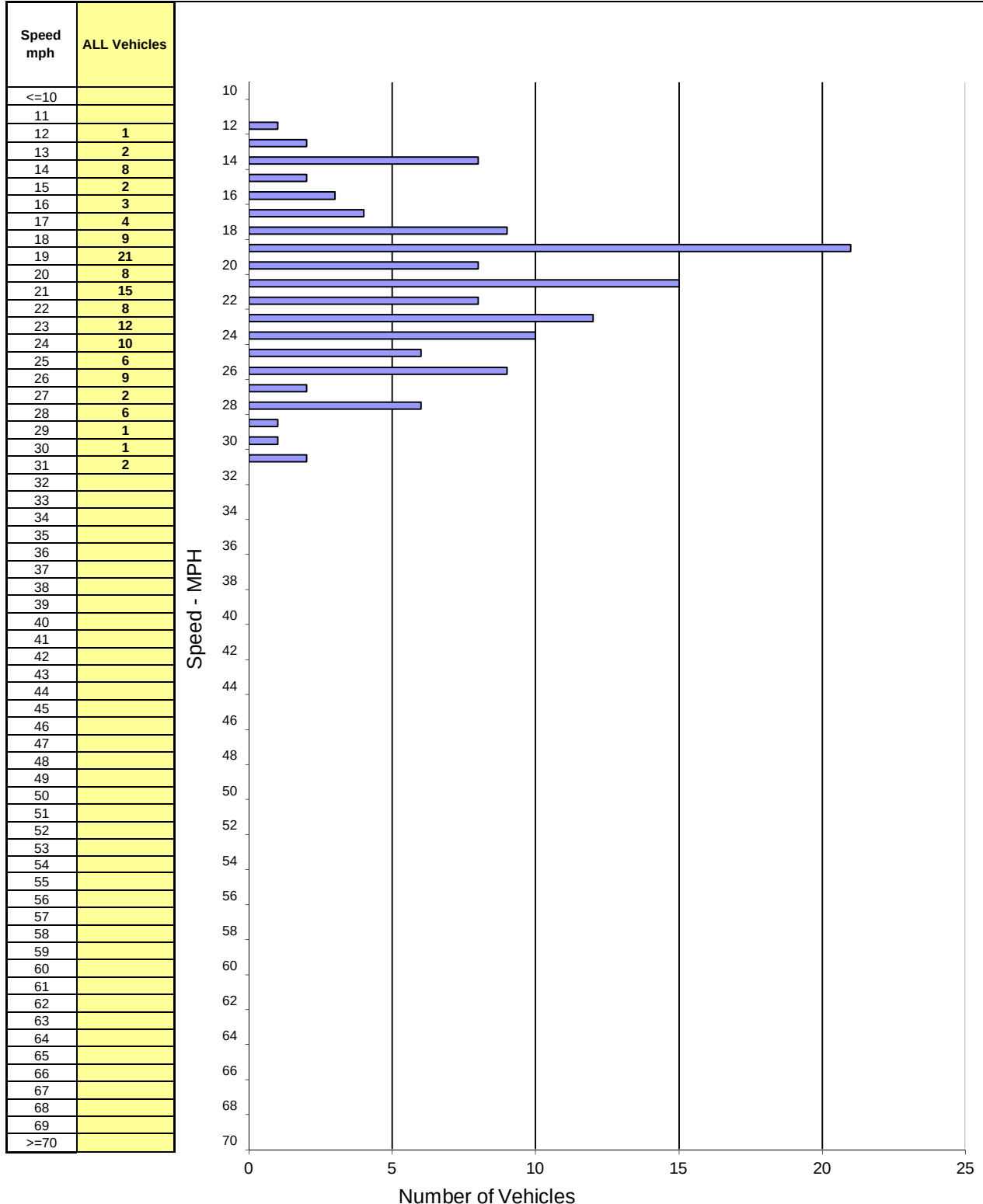
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/16/2018
TIME: 11:50-12:30

Location: 37 - Palm Ave 300' W/O Marina Dr
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-037

Eastbound & Westbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	130	12 - 31	21 mph	26 mph	17 - 26	102	78%	12% / 16	10% / 12

Spot Speed Study

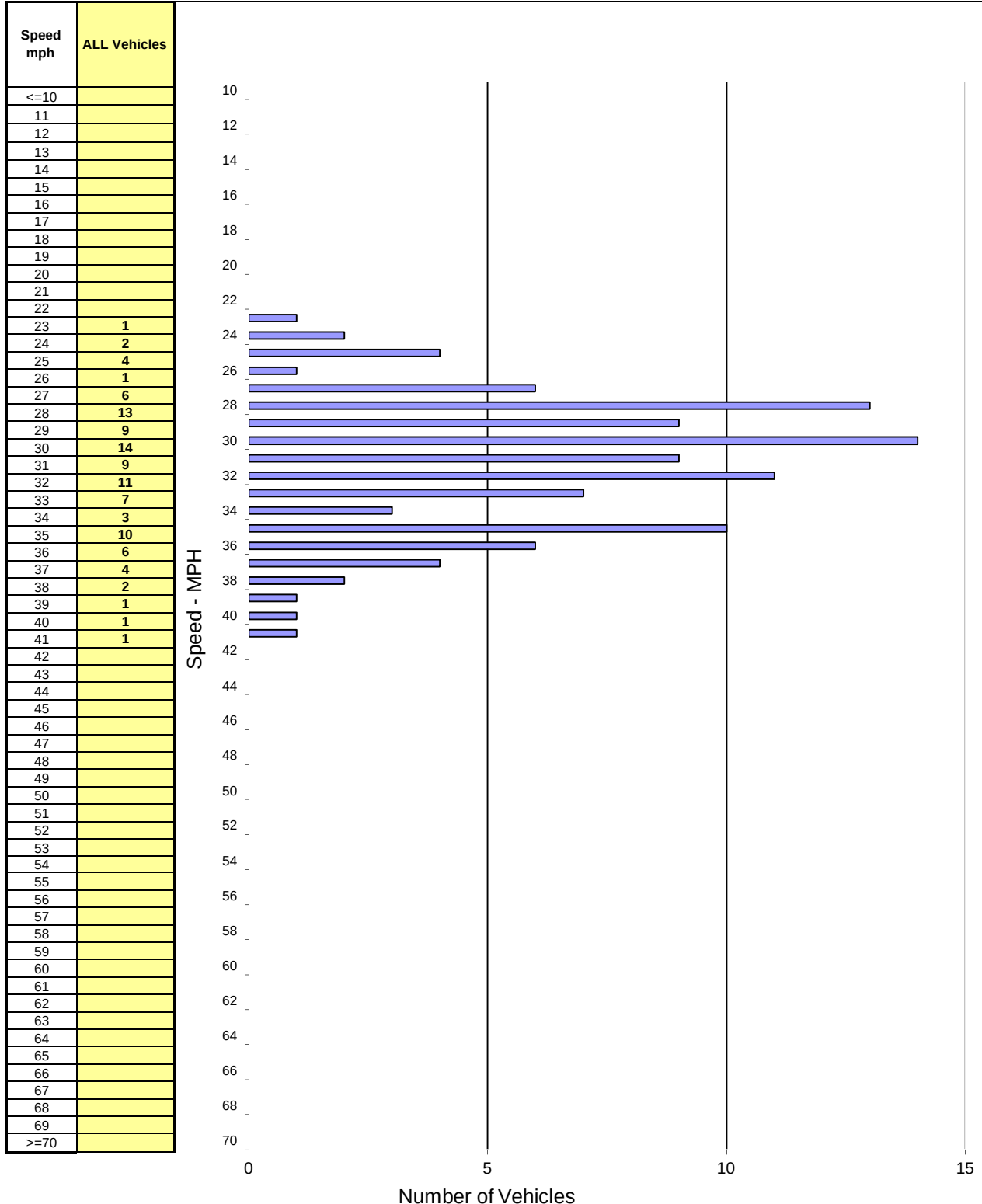
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/28/2018
TIME: 12:14-13:15

Location: 38 - Abrams Dr 50' S/O Brostrom Dr
Posted Speed: 30 MPH Clear/Dry Project #: 18-8263-038

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	105	23 - 41	31 mph	35 mph	27 - 36	88	84%	7% / 8	9% / 9

Spot Speed Study

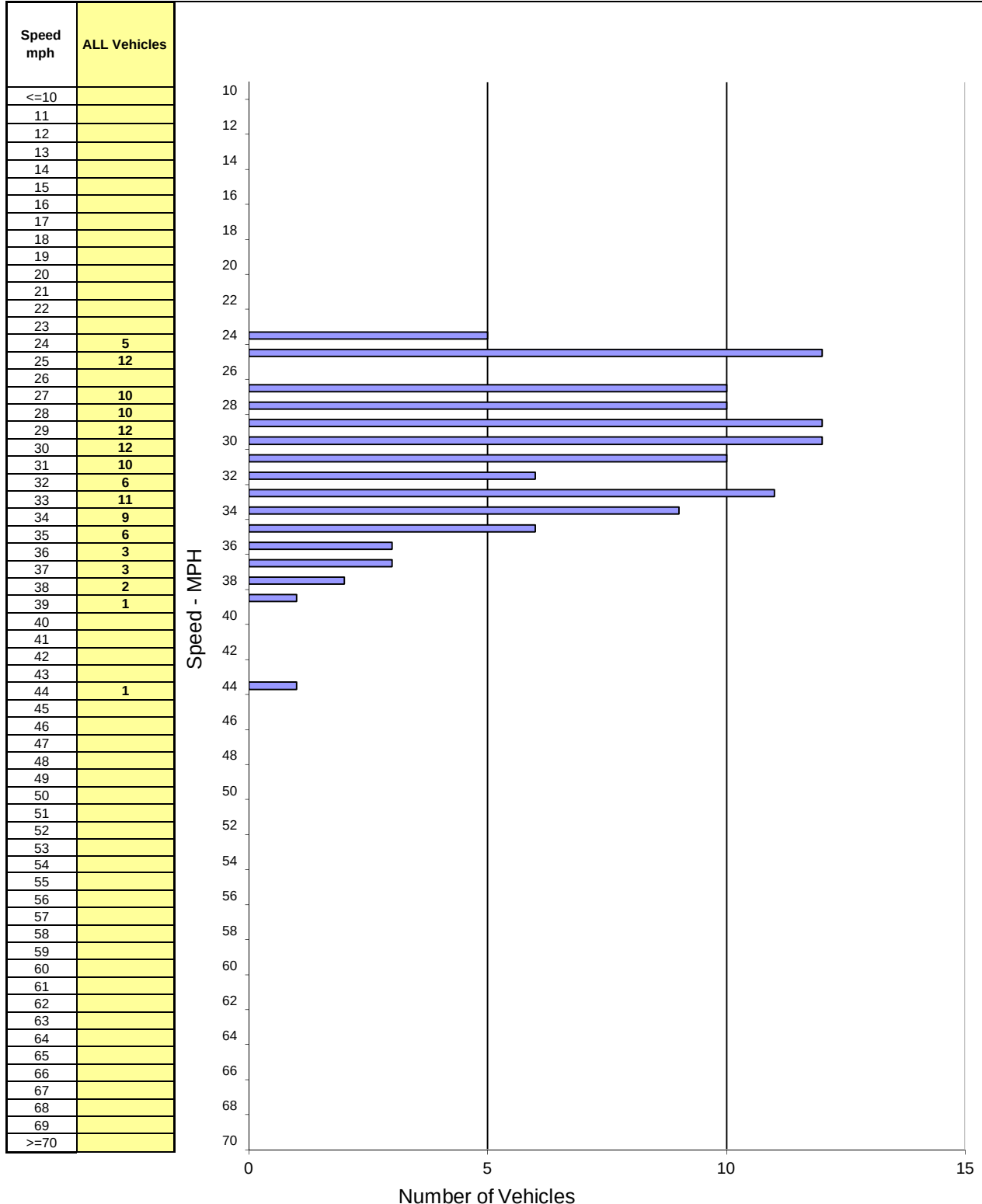
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/28/2018
TIME: 13:25-14:55

Location: 39 - Preston Dr 150' S/O Landrum Ct
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-039

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	113	24 - 44	30 mph	34 mph	25 - 34	92	81%	4% / 5	15% / 16

Spot Speed Study

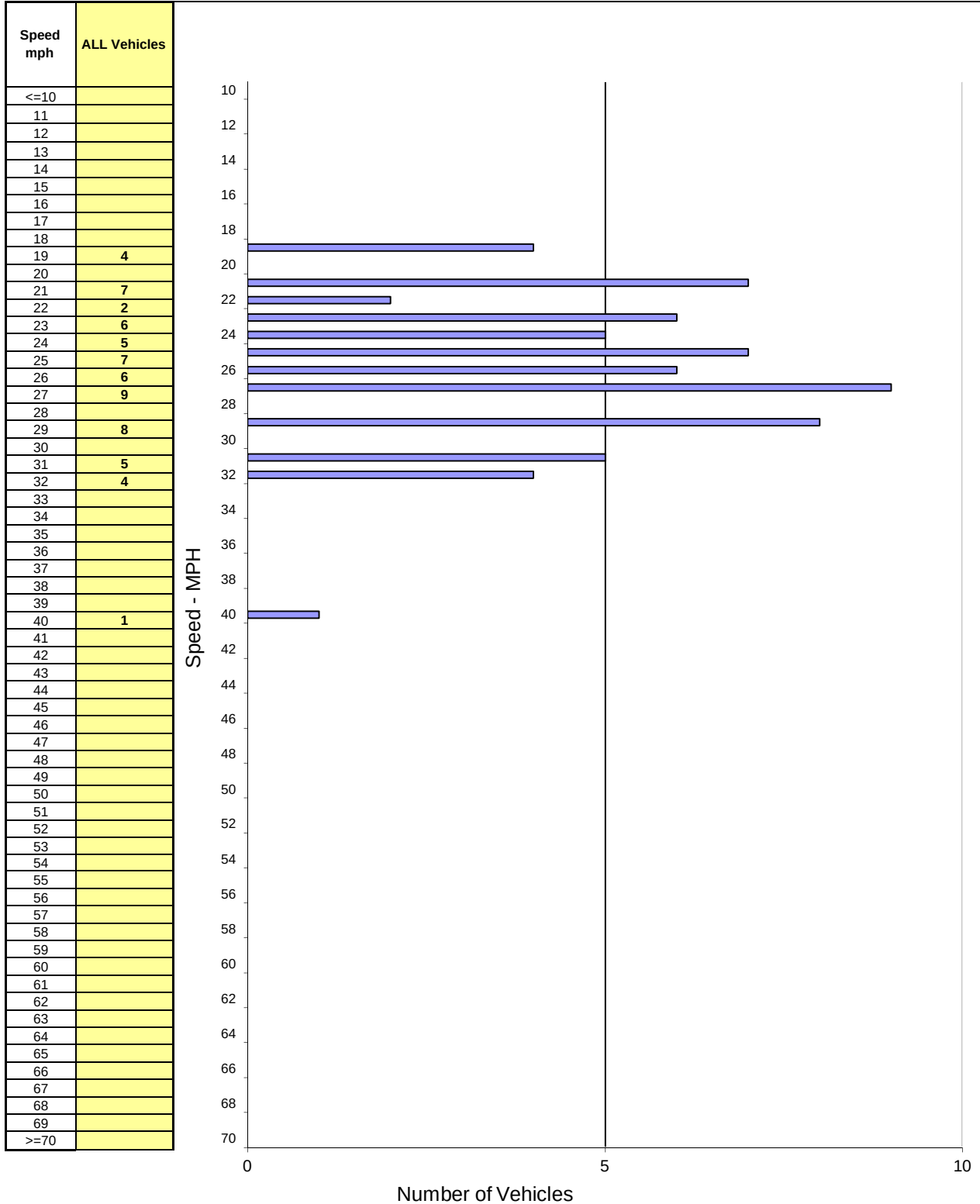
Prepared by: National Data & Surveying Services

City of Marina

DATE: 5/18/2018
TIME: 10:20-12:20

Location: 40 - 3rd Ave 450' S/O Imjin Pkwy
Posted Speed: 25 MPH Clear/Dry Project #: 18-8263-040

Northbound & Southbound Spot Speeds



SPEED PARAMETERS									
Class	Count	Range	50th Percentile	85th Percentile	10 MPH Pace	# in Pace	Percent in Pace	% / # Below Pace	% / # Above Pace
ALL	64	19 - 40	26 mph	31 mph	20 - 29	50	78%	6% / 4	16% / 10



APPENDIX C

AVERAGE DAILY TRAFFIC (ADT) VOLUMES

VOLUME

1 - Imjin Pkwy Bet. State Route 1 & California Ave (36.666907, -121.806302)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_001

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						13,983	14,060						28,043
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							
00:00			23	12	35		12:00			183	186	369							
00:15			29	13	42		12:15			194	234	428							
00:30			20	14	34		12:30			222	229	451							
00:45			20	92	9	48	12:45			191	790	213	862	404	1652				
01:00			23	8	31		13:00			209	213	422							
01:15			11	8	19		13:15			226	187	413							
01:30			10	4	14		13:30			216	187	403							
01:45			12	56	8	28	13:45			215	866	205	792	420	1658				
02:00			10	6	16		14:00			219	189	408							
02:15			9	9	18		14:15			213	199	412							
02:30			11	8	19		14:30			184	206	390							
02:45			9	39	10	33	14:45			262	878	207	801	469	1679				
03:00			11	11	22		15:00			268	234	502							
03:15			3	9	12		15:15			276	216	492							
03:30			3	16	19		15:30			309	233	542							
03:45			9	26	17	53	15:45			320	1173	213	896	533	2069				
04:00			11	13	24		16:00			307	213	520							
04:15			13	27	40		16:15			298	234	532							
04:30			14	47	61		16:30			342	265	607							
04:45			10	48	50	137	16:45			326	1273	268	980	594	2253				
05:00			11	40	51		17:00			339	242	581							
05:15			23	60	83		17:15			326	318	644							
05:30			23	89	112		17:30			333	300	633							
05:45			34	91	77	266	17:45			284	1282	260	1120	544	2402				
06:00			55	129	184		18:00			300	214	514							
06:15			109	161	270		18:15			255	181	436							
06:30			124	248	372		18:30			239	156	395							
06:45			127	415	316	854	18:45			219	1013	166	717	385	1730				
07:00			136	408	544		19:00			202	129	331							
07:15			176	429	605		19:15			221	111	332							
07:30			251	377	628		19:30			171	94	265							
07:45			250	813	334	1548	19:45			189	783	115	449	304	1232				
08:00			251	272	523		20:00			178	71	249							
08:15			194	283	477		20:15			158	85	243							
08:30			156	277	433		20:30			164	82	246							
08:45			167	768	282	1114	20:45			154	654	82	320	236	974				
09:00			165	249	414		21:00			134	53	187							
09:15			168	233	401		21:15			134	71	205							
09:30			144	208	352		21:30			140	70	210							
09:45			146	623	221	911	21:45			127	535	65	259	192	794				
10:00			112	218	330		22:00			93	44	137							
10:15			157	196	353		22:15			86	53	139							
10:30			147	212	359		22:30			72	46	118							
10:45			151	567	179	805	22:45			74	325	34	177	108	502				
11:00			160	197	357		23:00			68	22	90							
11:15			152	169	321		23:15			51	34	85							
11:30			182	220	402		23:30			52	26	78							
11:45			159	653	202	788	23:45			49	220	20	102	69	322				
TOTALS			4191	6585	10776		TOTALS			9792	7475	17267							
SPLIT %			38.9%	61.1%	38.4%		SPLIT %			56.7%	43.3%	61.6%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						13,983	14,060						28,043
AM Peak Hour			07:30	07:00	07:00		PM Peak Hour			16:30	16:45	16:45							
AM Pk Volume			946	1548	2361		PM Pk Volume			1333	1128	2452							
Pk Hr Factor			0.942	0.902	0.940		Pk Hr Factor			0.974	0.887	0.952							
7 - 9 Volume	0	0	1581	2662	4243		4 - 6 Volume	0	0	2555	2100	4655							
7 - 9 Peak Hour			07:30	07:00	07:00		4 - 6 Peak Hour			16:30	16:45	16:45							
7 - 9 Pk Volume	0	0	946	1548	2361		4 - 6 Pk Volume	0	0	1333	1128	2452							
Pk Hr Factor	0.000	0.000	0.942	0.902	0.940		Pk Hr Factor	0.000	0.000	0.974	0.887	0.952							

VOLUME

2 - Imjin Pkwy Bet. California Ave & Reservation Rd (36.662690, -121.792610)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_002

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						12,388	13,851						26,239
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			16	12	28		12:00			167	218	385							
00:15			28	11	39		12:15			169	237	406							
00:30			15	16	31		12:30			201	179	380							
00:45			22	81	13	52	12:45			203	740	168	802	371	1542				
01:00			8	7	15		13:00			185	194	379							
01:15			13	12	25		13:15			172	239	411							
01:30			13	12	25		13:30			191	187	378							
01:45			7	41	13	44	13:45			219	767	184	804	403	1571				
02:00			4	8	12		14:00			155	185	340							
02:15			11	12	23		14:15			223	212	435							
02:30			5	5	10		14:30			182	180	362							
02:45			9	29	10	35	14:45			246	806	201	778	447	1584				
03:00			8	9	17		15:00			258	231	489							
03:15			2	14	16		15:15			246	233	479							
03:30			8	11	19		15:30			271	200	471							
03:45			8	26	18	52	15:45			296	1071	211	875	507	1946				
04:00			6	15	21		16:00			301	215	516							
04:15			7	39	46		16:15			263	259	522							
04:30			8	51	59		16:30			268	250	518							
04:45			8	29	53	158	16:45			276	1108	256	980	532	2088				
05:00			12	34	46		17:00			253	250	503							
05:15			24	56	80		17:15			275	339	614							
05:30			26	91	117		17:30			290	276	566							
05:45			33	95	85	266	17:45			224	1042	270	1135	494	2177				
06:00			38	127	165		18:00			253	199	452							
06:15			66	189	255		18:15			215	183	398							
06:30			101	246	347		18:30			193	170	363							
06:45			98	303	287	849	18:45			189	850	173	725	362	1575				
07:00			105	342	447		19:00			191	121	312							
07:15			177	330	507		19:15			193	131	324							
07:30			252	334	586		19:30			167	93	260							
07:45			231	765	283	1289	19:45			168	719	117	462	285	1181				
08:00			217	266	483		20:00			174	85	259							
08:15			204	245	449		20:15			151	99	250							
08:30			174	274	448		20:30			152	90	242							
08:45			121	716	306	1091	20:45			139	616	87	361	226	977				
09:00			129	243	372		21:00			132	56	188							
09:15			124	225	349		21:15			128	79	207							
09:30			116	226	342		21:30			131	74	205							
09:45			133	502	223	917	21:45			126	517	67	276	193	793				
10:00			120	229	349		22:00			88	50	138							
10:15			124	212	336		22:15			83	67	150							
10:30			128	199	327		22:30			66	51	117							
10:45			120	492	185	825	22:45			73	310	39	207	112	517				
11:00			140	178	318		23:00			62	29	91							
11:15			127	190	317		23:15			49	40	89							
11:30			143	183	326		23:30			48	31	79							
11:45			144	554	193	744	23:45			50	209	24	124	74	333				
TOTALS			3633	6322	9955		TOTALS			8755	7529	16284							
SPLIT %			36.5%	63.5%	37.9%		SPLIT %			53.8%	46.2%	62.1%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						12,388	13,851						26,239
AM Peak Hour			07:30	06:45	07:15		PM Peak Hour			15:30	17:00	16:45							
AM Pk Volume			904	1293	2090		PM Pk Volume			1131	1135	2215							
Pk Hr Factor			0.897	0.945	0.892		Pk Hr Factor			0.939	0.837	0.902							
7 - 9 Volume	0	0	1481	2380	3861		4 - 6 Volume	0	0	2150	2115	4265							
7 - 9 Peak Hour			07:30	07:00	07:15		4 - 6 Peak Hour			16:00	17:00	16:45							
7 - 9 Pk Volume	0	0	904	1289	2090		4 - 6 Pk Volume	0	0	1108	1135	2215							
Pk Hr Factor	0.000	0.000	0.897	0.942	0.892		Pk Hr Factor	0.000	0.000	0.920	0.837	0.902							

VOLUME

3 - Del Monte Blvd Bet. SR1/Reindollar Ave & Reservation Rd (36.683948, -121.803128)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_003

DAILY TOTALS					NB	SB	EB					WB	Total
					9,860	9,050						0	0
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	19	19			38		12:00	153	173			326	
00:15	29	15			44		12:15	163	163			326	
00:30	18	13			31		12:30	175	170			345	
00:45	14	80	10	57	24	137	12:45	168	659	133	639	301	1298
01:00	11	12			23		13:00	160	156			316	
01:15	17	15			32		13:15	191	154			345	
01:30	12	7			19		13:30	163	162			325	
01:45	9	49	4	38	13	87	13:45	198	712	149	621	347	1333
02:00	12	4			16		14:00	155	141			296	
02:15	6	4			10		14:15	181	164			345	
02:30	6	7			13		14:30	149	191			340	
02:45	11	35	7	22	18	57	14:45	163	648	156	652	319	1300
03:00	2	2			4		15:00	182	141			323	
03:15	5	4			9		15:15	226	162			388	
03:30	7	4			11		15:30	185	179			364	
03:45	5	19	5	15	10	34	15:45	220	813	149	631	369	1444
04:00	10	9			19		16:00	220	140			360	
04:15	6	8			14		16:15	204	161			365	
04:30	10	6			16		16:30	211	192			403	
04:45	17	43	9	32	26	75	16:45	238	873	135	628	373	1501
05:00	8	16			24		17:00	241	127			368	
05:15	16	14			30		17:15	222	153			375	
05:30	23	37			60		17:30	212	136			348	
05:45	32	79	36	103	68	182	17:45	199	874	130	546	329	1420
06:00	41	42			83		18:00	210	125			335	
06:15	40	77			117		18:15	193	124			317	
06:30	52	122			174		18:30	163	145			308	
06:45	68	201	164	405	232	606	18:45	151	717	83	477	234	1194
07:00	83	186			269		19:00	128	104			232	
07:15	69	197			266		19:15	144	85			229	
07:30	104	183			287		19:30	158	85			243	
07:45	144	400	148	714	292	1114	19:45	102	532	81	355	183	887
08:00	120	180			300		20:00	114	101			215	
08:15	102	165			267		20:15	104	73			177	
08:30	94	174			268		20:30	108	78			186	
08:45	134	450	169	688	303	1138	20:45	87	413	65	317	152	730
09:00	112	133			245		21:00	92	57			149	
09:15	113	135			248		21:15	85	53			138	
09:30	111	127			238		21:30	74	47			121	
09:45	108	444	114	509	222	953	21:45	68	319	45	202	113	521
10:00	108	135			243		22:00	71	49			120	
10:15	131	115			246		22:15	70	44			114	
10:30	116	144			260		22:30	40	34			74	
10:45	125	480	149	543	274	1023	22:45	44	225	35	162	79	387
11:00	155	159			314		23:00	50	29			79	
11:15	161	162			323		23:15	30	22			52	
11:30	162	150			312		23:30	36	24			60	
11:45	165	643	126	597	291	1240	23:45	36	152	22	97	58	249
TOTALS	2923	3723			6646		TOTALS	6937	5327			12264	
SPLIT %	44.0%	56.0%			35.1%		SPLIT %	56.6%	43.4%			64.9%	

DAILY TOTALS			NB	SB	EB			WB	Total		
			9,860	9,050				0			
AM Peak Hour	11:45	06:45			11:45	PM Peak Hour	16:45	14:00			16:30
AM Pk Volume	656	730			1288	PM Pk Volume	913	652			1519
Pk Hr Factor	0.937	0.926			0.933	Pk Hr Factor	0.947	0.853			0.942
7 - 9 Volume	850	1402	0	0	2252	4 - 6 Volume	1747	1174	0	0	2921
7 - 9 Peak Hour	07:30	07:00			07:30	4 - 6 Peak Hour	16:45	16:00			16:30
7 - 9 Pk Volume	470	714	0	0	1146	4 - 6 Pk Volume	913	628	0	0	1519
Pk Hr Factor	0.816	0.906	0.000	0.000	0.955	Pk Hr Factor	0.947	0.818	0.000	0.000	0.942

VOLUME

4 - Del Monte Blvd Bet. Reservation Rd & Beach Rd (36.690640, -121.798229)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_004

DAILY TOTALS					NB	SB	EB					WB	Total
					4,392	3,701	0					0	8,093
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	4	7			11		12:00	69	61			130	
00:15	7	5			12		12:15	66	55			121	
00:30	4	4			8		12:30	83	58			141	
00:45	4	19	2	18	6	37	12:45	78	296	50	224	128	520
01:00	3	2			5		13:00	93	75			168	
01:15	3	0			3		13:15	83	55			138	
01:30	5	2			7		13:30	80	76			156	
01:45	10	21	6	10	16	31	13:45	81	337	60	266	141	603
02:00	3	1			4		14:00	73	62			135	
02:15	7	2			9		14:15	85	76			161	
02:30	3	6			9		14:30	78	88			166	
02:45	4	17	7	16	11	33	14:45	73	309	53	279	126	588
03:00	3	2			5		15:00	82	69			151	
03:15	3	2			5		15:15	82	79			161	
03:30	3	3			6		15:30	72	65			137	
03:45	2	11	4	11	6	22	15:45	85	321	66	279	151	600
04:00	3	1			4		16:00	74	76			150	
04:15	5	1			6		16:15	83	91			174	
04:30	5	3			8		16:30	80	74			154	
04:45	13	26	8	13	21	39	16:45	84	321	72	313	156	634
05:00	2	6			8		17:00	84	58			142	
05:15	22	5			27		17:15	84	56			140	
05:30	12	17			29		17:30	106	75			181	
05:45	29	65	13	41	42	106	17:45	93	367	52	241	145	608
06:00	44	16			60		18:00	74	50			124	
06:15	53	19			72		18:15	79	62			141	
06:30	68	39			107		18:30	71	49			120	
06:45	64	229	45	119	109	348	18:45	76	300	59	220	135	520
07:00	49	44			93		19:00	46	49			95	
07:15	51	72			123		19:15	42	38			80	
07:30	58	86			144		19:30	63	51			114	
07:45	85	243	92	294	177	537	19:45	63	214	34	172	97	386
08:00	51	80			131		20:00	69	53			122	
08:15	46	58			104		20:15	46	35			81	
08:30	49	56			105		20:30	49	25			74	
08:45	53	199	49	243	102	442	20:45	44	208	26	139	70	347
09:00	41	46			87		21:00	40	27			67	
09:15	42	38			80		21:15	32	15			47	
09:30	41	45			86		21:30	36	29			65	
09:45	57	181	56	185	113	366	21:45	26	134	18	89	44	223
10:00	55	50			105		22:00	34	11			45	
10:15	58	40			98		22:15	27	17			44	
10:30	34	49			83		22:30	17	14			31	
10:45	49	196	50	189	99	385	22:45	13	91	12	54	25	145
11:00	56	55			111		23:00	17	10			27	
11:15	47	63			110		23:15	15	15			30	
11:30	57	69			126		23:30	12	8			20	
11:45	74	234	60	247	134	481	23:45	9	53	6	39	15	92
TOTALS	1441	1386			2827		TOTALS	2951	2315			5266	
SPLIT %	51.0%	49.0%			34.9%		SPLIT %	56.0%	44.0%			65.1%	

DAILY TOTALS					NB	SB					EB	WB	Total	
					4,392	3,701					0	0	8,093	
AM Peak Hour	11:45	07:15		07:15	PM Peak Hour	17:00	16:00		16:00					
AM Pk Volume	292	330		575	PM Pk Volume	367	313		634					
Pk Hr Factor	0.880	0.897		0.812	Pk Hr Factor	0.866	0.860		0.911					
7 - 9 Volume	442	537	0	0	979	4 - 6 Volume	688	554	0	0	1242			
7 - 9 Peak Hour	07:15	07:15		07:15	4 - 6 Peak Hour	17:00	16:00		16:00					
7 - 9 Pk Volume	245	330	0	0	575	4 - 6 Pk Volume	367	313	0	0	634			
Pk Hr Factor	0.721	0.897	0.000	0.000	0.812	Pk Hr Factor	0.866	0.860	0.000	0.000	0.911			

VOLUME

5 - Del Monte Blvd Bet. Beach Rd & Marina Greens Dr (36.696461, -121.794811)

Day: Thursday

City: Marina

Date: 5/17/2018

Project #: CA18_8264_005

DAILY TOTALS					NB	SB	EB					WB	Total
					3,817	3,317						0	0
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	5	9			14		12:00	60	61			121	
00:15	5	2			7		12:15	52	47			99	
00:30	5	3			8		12:30	63	40			103	
00:45	3	18	1	15	4	33	12:45	63	238	34	182	97	420
01:00	5	3			8		13:00	67	60			127	
01:15	2	1			3		13:15	80	60			140	
01:30	5	0			5		13:30	58	55			113	
01:45	7	19	3	7	10	26	13:45	66	271	57	232	123	503
02:00	4	0			4		14:00	48	46			94	
02:15	3	2			5		14:15	60	49			109	
02:30	3	7			10		14:30	72	68			140	
02:45	5	15	4	13	9	28	14:45	63	243	44	207	107	450
03:00	4	5			9		15:00	77	69			146	
03:15	3	2			5		15:15	83	70			153	
03:30	4	3			7		15:30	69	59			128	
03:45	2	13	4	14	6	27	15:45	76	305	52	250	128	555
04:00	4	3			7		16:00	60	64			124	
04:15	4	5			9		16:15	70	75			145	
04:30	8	7			15		16:30	66	82			148	
04:45	12	28	5	20	17	48	16:45	76	272	61	282	137	554
05:00	2	8			10		17:00	84	50			134	
05:15	11	9			20		17:15	78	45			123	
05:30	13	25			38		17:30	87	60			147	
05:45	25	51	19	61	44	112	17:45	78	327	53	208	131	535
06:00	40	19			59		18:00	56	36			92	
06:15	44	27			71		18:15	74	51			125	
06:30	79	51			130		18:30	61	51			112	
06:45	59	222	67	164	126	386	18:45	57	248	22	160	79	408
07:00	44	69			113		19:00	46	35			81	
07:15	43	83			126		19:15	44	26			70	
07:30	42	81			123		19:30	47	37			84	
07:45	71	200	73	306	144	506	19:45	48	185	27	125	75	310
08:00	44	60			104		20:00	44	33			77	
08:15	43	47			90		20:15	40	22			62	
08:30	46	57			103		20:30	34	23			57	
08:45	52	185	48	212	100	397	20:45	37	155	20	98	57	253
09:00	37	51			88		21:00	43	17			60	
09:15	35	35			70		21:15	32	19			51	
09:30	41	46			87		21:30	43	24			67	
09:45	47	160	46	178	93	338	21:45	25	143	14	74	39	217
10:00	40	49			89		22:00	35	14			49	
10:15	38	37			75		22:15	25	18			43	
10:30	35	49			84		22:30	16	13			29	
10:45	52	165	42	177	94	342	22:45	14	90	12	57	26	147
11:00	45	53			98		23:00	23	13			36	
11:15	45	57			102		23:15	15	14			29	
11:30	54	58			112		23:30	12	8			20	
11:45	63	207	64	232	127	439	23:45	7	57	8	43	15	100
TOTALS	1283	1399			2682		TOTALS	2534	1918			4452	
SPLIT %	47.8%	52.2%			37.6%		SPLIT %	56.9%	43.1%			62.4%	

DAILY TOTALS				NB	SB					EB	WB	Total	
				3,817	3,317					0	0	7,134	
AM Peak Hour	11:45	07:00			07:00	PM Peak Hour	17:00	16:00					16:15
AM Pk Volume	238	306			506	PM Pk Volume	327	282					564
Pk Hr Factor	0.944	0.922			0.878	Pk Hr Factor	0.940	0.860					0.953
7 - 9 Volume	385	518	0	0	903	4 - 6 Volume	599	490	0	0			1089
7 - 9 Peak Hour	07:45	07:00			07:00	4 - 6 Peak Hour	17:00	16:00					16:15
7 - 9 Pk Volume	204	306	0	0	506	4 - 6 Pk Volume	327	282	0	0			564
Pk Hr Factor	0.718	0.922	0.000	0.000	0.878	Pk Hr Factor	0.940	0.860	0.000	0.000			0.953

VOLUME

6 - Reservation Rd Bet. Dunes Dr & Beach Rd (36.695280, -121.802450)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_006

DAILY TOTALS					NB	SB	EB					WB	Total	
					0	0	4,367					5,033	9,400	
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL		
00:00			11	7	18		12:00			78	87	165		
00:15			10	5	15		12:15			67	74	141		
00:30			5	9	14		12:30			62	77	139		
00:45			1	27	5	26	12:45			51	258	92	330	
01:00			2	5	7		13:00			76	79	155		
01:15			4	1	5		13:15			62	72	134		
01:30			6	3	9		13:30			69	97	166		
01:45			7	19	4	13	13:45			71	278	78	326	
02:00			2	1	3		14:00			79	82	161		
02:15			4	1	5		14:15			66	87	153		
02:30			2	1	3		14:30			74	99	173		
02:45			4	12	4	7	14:45			61	280	74	342	
03:00			2	5	7		15:00			58	75	133		
03:15			4	2	6		15:15			91	83	174		
03:30			1	1	2		15:30			78	86	164		
03:45			3	10	1	9	15:45			74	301	76	320	
04:00			3	6	9		16:00			70	69	139		
04:15			8	5	13		16:15			70	78	148		
04:30			4	9	13		16:30			102	75	177		
04:45			10	25	12	32	16:45			83	325	89	311	
05:00			7	10	17		17:00			101	77	178		
05:15			4	20	24		17:15			81	97	178		
05:30			7	31	38		17:30			101	76	177		
05:45			20	38	21	82	17:45			81	364	76	326	
06:00			29	34	63		18:00			64	92	156		
06:15			29	47	76		18:15			78	74	152		
06:30			41	65	106		18:30			69	76	145		
06:45			60	159	82	228	18:45			75	286	58	300	
07:00			45	140	185		19:00			62	58	120		
07:15			46	145	191		19:15			69	69	138		
07:30			58	76	134		19:30			68	70	138		
07:45			94	243	76	437	19:45			71	270	68	265	
08:00			55	71	126		20:00			72	53	125		
08:15			80	71	151		20:15			47	54	101		
08:30			59	90	149		20:30			53	44	97		
08:45			50	244	76	308	20:45			38	210	38	189	
09:00			43	79	122		21:00			57	40	97		
09:15			63	78	141		21:15			33	38	71		
09:30			48	65	113		21:30			40	31	71		
09:45			50	204	84	306	21:45			33	163	34	143	
10:00			60	63	123		22:00			23	38	61		
10:15			57	78	135		22:15			27	27	54		
10:30			67	78	145		22:30			16	18	34		
10:45			65	249	69	288	22:45			19	85	17	100	
11:00			53	57	110		23:00			20	21	41		
11:15			73	72	145		23:15			20	20	40		
11:30			50	66	116		23:30			17	10	27		
11:45			69	245	85	280	23:45			15	72	14	65	
TOTALS	1475				2016	3491	TOTALS	2892				3017	5909	
SPLIT %	42.3%				57.7%	37.1%	SPLIT %	48.9%				51.1%	62.9%	

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						4,367	5,033						9,400
AM Peak Hour			07:45	06:45	07:00		PM Peak Hour			16:30	13:45	16:30							
AM Pk Volume			288	443	680		PM Pk Volume			367	346	705							
Pk Hr Factor			0.766	0.764	0.890		Pk Hr Factor			0.900	0.874	0.990							
7 - 9 Volume	0	0	487	745	1232		4 - 6 Volume	0	0	689	637	1326							
7 - 9 Peak Hour			07:45	07:00	07:00		4 - 6 Peak Hour			16:30	16:45	16:30							
7 - 9 Pk Volume	0	0	288	437	680		4 - 6 Pk Volume	0	0	367	339	705							
Pk Hr Factor	0.000	0.000	0.766	0.753	0.890		Pk Hr Factor	0.000	0.000	0.900	0.874	0.990							

VOLUME

7 - Reservation Rd Bet. Beach Rd & Del Monte Blvd (36.688492, -121.801161)

Day: Thursday

City: Marina

Date: 5/17/2018

Project #: CA18_8264_007

DAILY TOTALS					NB	SB	EB					WB	Total		
					0	0	4,388					4,619	9,007		
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00			5	10	15		12:00			79	76	155			
00:15			9	10	19		12:15			87	78	165			
00:30			6	7	13		12:30			80	76	156			
00:45			5	25	6	33	12:45			49	295	69	299		
01:00			4	6	10		13:00			72	74	146			
01:15			3	4	7		13:15			66	78	144			
01:30			2	6	8		13:30			63	64	127			
01:45			6	15	1	17	13:45			74	275	75	291		
02:00			2	5	7		14:00			78	82	160			
02:15			0	3	3		14:15			55	68	123			
02:30			2	2	4		14:30			65	94	159			
02:45			3	7	2	12	14:45			71	269	67	311		
03:00			2	1	3		15:00			76	75	151			
03:15			4	4	8		15:15			91	76	167			
03:30			2	4	6		15:30			82	92	174			
03:45			1	9	6	15	15:45			77	326	78	321		
04:00			3	7	10		16:00			68	82	150			
04:15			4	7	11		16:15			72	89	161			
04:30			2	11	13		16:30			97	80	177			
04:45			6	15	11	36	16:45			88	325	83	334		
05:00			6	8	14		17:00			103	92	195			
05:15			3	16	19		17:15			88	89	177			
05:30			8	37	45		17:30			98	100	198			
05:45			12	29	29	90	17:45			91	380	81	362		
06:00			22	37	59		18:00			68	93	161			
06:15			27	28	55		18:15			76	56	132			
06:30			45	48	93		18:30			56	52	108			
06:45			48	142	53	166	18:45			80	280	72	273		
07:00			52	66	118		19:00			60	71	131			
07:15			73	62	135		19:15			57	53	110			
07:30			72	77	149		19:30			52	68	120			
07:45			83	280	56	261	19:45			42	211	60	252		
08:00			81	74	155		20:00			61	51	112			
08:15			74	59	133		20:15			38	49	87			
08:30			69	83	152		20:30			60	49	109			
08:45			48	272	68	284	20:45			38	197	31	180		
09:00			53	57	110		21:00			48	45	93			
09:15			57	58	115		21:15			42	26	68			
09:30			52	60	112		21:30			33	51	84			
09:45			43	205	68	243	21:45			33	156	17	139		
10:00			49	67	116		22:00			30	44	74			
10:15			55	52	107		22:15			20	27	47			
10:30			65	63	128		22:30			24	44	68			
10:45			57	226	63	245	22:45			25	99	15	130		
11:00			71	52	123		23:00			27	17	44			
11:15			67	71	138		23:15			15	14	29			
11:30			64	82	146		23:30			14	12	26			
11:45			75	277	65	270	23:45			17	73	12	55		
TOTALS	1502					1672	3174	TOTALS	2886					2947	5833
SPLIT %	47.3%					52.7%	35.2%	SPLIT %	49.5%					50.5%	64.8%

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						4,388	4,619						9,007
AM Peak Hour			11:45	11:30	11:45		PM Peak Hour			17:00	16:45	17:00							
AM Pk Volume			321	301	616		PM Pk Volume			380	364	742							
Pk Hr Factor			0.922	0.918	0.933		Pk Hr Factor			0.922	0.910	0.937							
7 - 9 Volume	0	0	552	545	1097		4 - 6 Volume	0	0	705	696	1401							
7 - 9 Peak Hour			07:30	08:00	07:45		4 - 6 Peak Hour			17:00	16:45	17:00							
7 - 9 Pk Volume	0	0	310	284	579		4 - 6 Pk Volume	0	0	380	364	742							
Pk Hr Factor	0.000	0.000	0.934	0.855	0.934		Pk Hr Factor	0.000	0.000	0.922	0.910	0.937							

VOLUME

8a - Reservation Rd Bet. Del Monte Blvd & Crescent Ave (E/O Seacrest Ave)

Day: Tuesday
Date: 7/2/2019City: Marina
Project #: CA19_8371_001

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						9,876	9,336						19,212
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			15	14	29		12:00			174	165	339							
00:15			19	7	26		12:15			187	154	341							
00:30			10	11	21		12:30			169	163	332							
00:45			8	52	15	47	12:45			172	702	172	654	344	1356				
01:00			8	5	13		13:00			210	173	383							
01:15			11	7	18		13:15			202	156	358							
01:30			3	5	8		13:30			184	176	360							
01:45			9	31	8	25	13:45			175	771	131	636	306	1407				
02:00			8	2	10		14:00			183	152	335							
02:15			2	6	8		14:15			214	163	377							
02:30			4	6	10		14:30			160	184	344							
02:45			7	21	7	21	14:45			186	743	147	646	333	1389				
03:00			7	14	21		15:00			183	169	352							
03:15			5	5	10		15:15			197	165	362							
03:30			2	10	12		15:30			180	174	354							
03:45			6	20	20	49	15:45			200	760	160	668	360	1428				
04:00			2	9	11		16:00			221	169	390							
04:15			5	7	12		16:15			207	147	354							
04:30			9	17	26		16:30			204	168	372							
04:45			18	34	18	51	16:45			198	830	159	643	357	1473				
05:00			20	20	40		17:00			213	163	376							
05:15			13	46	59		17:15			189	193	382							
05:30			33	65	98		17:30			230	181	411							
05:45			32	98	70	201	17:45			201	833	135	672	336	1505				
06:00			48	73	121		18:00			195	141	336							
06:15			55	109	164		18:15			163	122	285							
06:30			58	139	197		18:30			168	125	293							
06:45			67	228	146	467	18:45			161	687	121	509	282	1196				
07:00			91	133	224		19:00			148	109	257							
07:15			100	154	254		19:15			133	103	236							
07:30			128	157	285		19:30			108	83	191							
07:45			109	428	150	594	19:45			108	497	92	387	200	884				
08:00			92	141	233		20:00			117	80	197							
08:15			108	134	242		20:15			108	93	201							
08:30			115	127	242		20:30			129	92	221							
08:45			98	413	129	531	20:45			98	452	73	338	171	790				
09:00			130	113	243		21:00			99	75	174							
09:15			103	119	222		21:15			75	53	128							
09:30			103	143	246		21:30			86	51	137							
09:45			129	465	140	515	21:45			64	324	43	222	107	546				
10:00			122	156	278		22:00			61	43	104							
10:15			125	132	257		22:15			47	43	90							
10:30			138	121	259		22:30			41	43	84							
10:45			127	512	147	556	22:45			47	196	42	171	89	367				
11:00			168	147	315		23:00			48	30	78							
11:15			150	186	336		23:15			40	10	50							
11:30			152	172	324		23:30			22	21	43							
11:45			178	648	153	658	23:45			21	131	14	75	35	206				
TOTALS			2950	3715	6665		TOTALS			6926	5621	12547							
SPLIT %			44.3%	55.7%	34.7%		SPLIT %			55.2%	44.8%	65.3%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						9,876	9,336						19,212
AM Peak Hour			11:45	11:15	11:45		PM Peak Hour			17:00	16:45	16:45							
AM Pk Volume			708	676	1343		PM Pk Volume			833	696	1526							
Pk Hr Factor			0.947	0.909	0.985		Pk Hr Factor			0.905	0.902	0.928							
7 - 9 Volume	0	0	841	1125	1966		4 - 6 Volume	0	0	1663	1315	2978							
7 - 9 Peak Hour			07:30	07:15	07:15		4 - 6 Peak Hour			17:00	16:45	16:45							
7 - 9 Pk Volume	0	0	437	602	1031		4 - 6 Pk Volume	0	0	833	696	1526							
Pk Hr Factor	0.000	0.000	0.854	0.959	0.904		Pk Hr Factor	0.000	0.000	0.905	0.902	0.928							

VOLUME

8b - Reservation Rd Bet. Del Monte Blvd & California Ave (36.682573, -121.788824)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_008

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						9,635	9,015						18,650
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			23	10	33		12:00			154	150	304							
00:15			12	13	25		12:15			143	129	272							
00:30			15	10	25		12:30			161	139	300							
00:45			18	68	13	46	12:45			171	629	146	564	317	1193				
01:00			9	8	17		13:00			152	138	290							
01:15			11	5	16		13:15			147	129	276							
01:30			6	4	10		13:30			153	143	296							
01:45			6	32	5	22	13:45			155	607	147	557	302	1164				
02:00			9	6	15		14:00			150	142	292							
02:15			9	5	14		14:15			161	157	318							
02:30			4	5	9		14:30			164	153	317							
02:45			9	31	6	22	14:45			157	632	142	594	299	1226				
03:00			1	4	5		15:00			162	141	303							
03:15			9	8	17		15:15			198	167	365							
03:30			6	6	12		15:30			170	167	337							
03:45			8	24	8	26	15:45			203	733	168	643	371	1376				
04:00			10	10	20		16:00			217	163	380							
04:15			6	11	17		16:15			198	180	378							
04:30			11	14	25		16:30			259	196	455							
04:45			18	45	27	62	16:45			207	881	191	730	398	1611				
05:00			17	14	31		17:00			252	181	433							
05:15			17	28	45		17:15			221	221	442							
05:30			28	37	65		17:30			239	176	415							
05:45			31	93	55	134	17:45			208	920	173	751	381	1671				
06:00			57	66	123		18:00			178	153	331							
06:15			74	98	172		18:15			144	155	299							
06:30			86	130	216		18:30			148	118	266							
06:45			95	312	123	417	18:45			117	587	115	541	232	1128				
07:00			114	163	277		19:00			155	92	247							
07:15			161	177	338		19:15			127	95	222							
07:30			185	172	357		19:30			126	101	227							
07:45			157	617	176	688	19:45			105	513	84	372	189	885				
08:00			128	149	277		20:00			111	92	203							
08:15			115	151	266		20:15			114	74	188							
08:30			125	160	285		20:30			85	78	163							
08:45			105	473	141	601	20:45			77	387	67	311	144	698				
09:00			95	121	216		21:00			89	53	142							
09:15			120	129	249		21:15			61	61	122							
09:30			113	97	210		21:30			72	55	127							
09:45			107	435	142	489	21:45			66	288	47	216	113	504				
10:00			96	136	232		22:00			62	46	108							
10:15			116	92	208		22:15			52	37	89							
10:30			114	120	234		22:30			39	44	83							
10:45			126	452	107	455	22:45			52	205	41	168	93	373				
11:00			139	129	268		23:00			48	17	65							
11:15			133	134	267		23:15			28	29	57							
11:30			134	124	258		23:30			28	20	48							
11:45			138	544	138	525	23:45			23	127	15	81	38	208				
TOTALS			3126	3487	6613		TOTALS			6509	5528	12037							
SPLIT %			47.3%	52.7%	35.5%		SPLIT %			54.1%	45.9%	64.5%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						9,635	9,015						18,650
AM Peak Hour			07:15	07:00	07:00		PM Peak Hour			16:30	16:30	16:30							
AM Pk Volume			631	688	1305		PM Pk Volume			939	789	1728							
Pk Hr Factor			0.853	0.972	0.914		Pk Hr Factor			0.906	0.893	0.949							
7 - 9 Volume	0	0	1090	1289	2379		4 - 6 Volume	0	0	1801	1481	3282							
7 - 9 Peak Hour			07:15	07:00	07:00		4 - 6 Peak Hour			16:30	16:30	16:30							
7 - 9 Pk Volume	0	0	631	688	1305		4 - 6 Pk Volume	0	0	939	789	1728							
Pk Hr Factor	0.000	0.000	0.853	0.972	0.914		Pk Hr Factor	0.000	0.000	0.906	0.893	0.949							

VOLUME

9 - Reservation Rd Bet. California Ave & Salinas Ave (36.678740, -121.781255)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_009

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						8,105	7,846						15,951
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			19	11	30		12:00			119	107	226							
00:15			12	12	24		12:15			120	86	206							
00:30			15	12	27		12:30			107	121	228							
00:45			18	64	14	49	12:45			131	477	123	437	254	914				
01:00			12	8	20		13:00			139	121	260							
01:15			10	6	16		13:15			129	115	244							
01:30			8	4	12		13:30			131	104	235							
01:45			6	36	6	24	13:45			112	511	122	462	234	973				
02:00			8	5	13		14:00			123	115	238							
02:15			9	6	15		14:15			134	148	282							
02:30			2	4	6		14:30			118	115	233							
02:45			8	27	5	20	14:45			131	506	129	507	260	1013				
03:00			2	4	6		15:00			138	121	259							
03:15			6	6	12		15:15			164	141	305							
03:30			5	7	12		15:30			154	137	291							
03:45			8	21	7	24	15:45			173	629	139	538	312	1167				
04:00			8	8	16		16:00			190	120	310							
04:15			7	9	16		16:15			170	145	315							
04:30			13	7	20		16:30			219	165	384							
04:45			17	45	26	50	16:45			174	753	168	598	342	1351				
05:00			17	15	32		17:00			227	165	392							
05:15			17	23	40		17:15			202	196	398							
05:30			26	31	57		17:30			194	159	353							
05:45			35	95	42	111	17:45			161	784	153	673	314	1457				
06:00			53	65	118		18:00			167	121	288							
06:15			64	93	157		18:15			136	134	270							
06:30			81	122	203		18:30			114	102	216							
06:45			93	291	138	418	18:45			91	508	92	449	183	957				
07:00			102	153	255		19:00			113	84	197							
07:15			131	176	307		19:15			104	104	208							
07:30			171	168	339		19:30			98	92	190							
07:45			154	558	171	668	19:45			93	408	76	356	169	764				
08:00			138	149	287		20:00			85	78	163							
08:15			97	136	233		20:15			94	66	160							
08:30			110	142	252		20:30			66	64	130							
08:45			87	432	121	548	20:45			58	303	64	272	122	575				
09:00			74	111	185		21:00			68	52	120							
09:15			95	103	198		21:15			56	52	108							
09:30			106	75	181		21:30			61	49	110							
09:45			74	349	125	414	21:45			53	238	42	195	95	433				
10:00			82	100	182		22:00			44	42	86							
10:15			88	71	159		22:15			40	36	76							
10:30			91	103	194		22:30			27	46	73							
10:45			104	365	87	361	22:45			44	155	37	161	81	316				
11:00			107	91	198		23:00			49	17	66							
11:15			106	109	215		23:15			27	27	54							
11:30			110	106	216		23:30			26	23	49							
11:45			103	426	120	426	23:45			22	124	18	85	40	209				
TOTALS			2709	3113	5822		TOTALS			5396	4733	10129							
SPLIT %			46.5%	53.5%	36.5%		SPLIT %			53.3%	46.7%	63.5%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						8,105	7,846						15,951
AM Peak Hour			07:15	07:00	07:15		PM Peak Hour			16:30	16:30	16:30							
AM Pk Volume			594	668	1258		PM Pk Volume			822	694	1516							
Pk Hr Factor			0.868	0.949	0.928		Pk Hr Factor			0.905	0.885	0.952							
7 - 9 Volume	0	0	990	1216	2206		4 - 6 Volume	0	0	1537	1271	2808							
7 - 9 Peak Hour			07:15	07:00	07:15		4 - 6 Peak Hour			16:30	16:30	16:30							
7 - 9 Pk Volume	0	0	594	668	1258		4 - 6 Pk Volume	0	0	822	694	1516							
Pk Hr Factor	0.000	0.000	0.868	0.949	0.928		Pk Hr Factor	0.000	0.000	0.905	0.885	0.952							

VOLUME

10 - Reservation Rd Bet. Salinas Ave & Imjin Pkwy (36.673038, -121.769838)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_010

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						8,148	8,185						16,333
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			20	13	33		12:00			109	102	211							
00:15			10	18	28		12:15			115	92	207							
00:30			15	16	31		12:30			109	133	242							
00:45			16	61	13	60	12:45			139	472	118	445	257	917				
01:00			15	8	23		13:00			137	115	252							
01:15			9	8	17		13:15			134	123	257							
01:30			9	7	16		13:30			124	86	210							
01:45			8	41	6	29	13:45			119	514	132	456	251	970				
02:00			10	5	15		14:00			122	123	245							
02:15			8	7	15		14:15			135	146	281							
02:30			4	4	8		14:30			148	117	265							
02:45			8	30	5	21	14:45			117	522	123	509	240	1031				
03:00			4	2	6		15:00			140	125	265							
03:15			4	10	14		15:15			165	143	308							
03:30			7	3	10		15:30			145	136	281							
03:45			9	24	6	21	15:45			180	630	143	547	323	1177				
04:00			8	8	16		16:00			198	112	310							
04:15			6	10	16		16:15			172	163	335							
04:30			13	9	22		16:30			207	176	383							
04:45			18	45	24	51	16:45			174	751	170	621	344	1372				
05:00			16	13	29		17:00			227	168	395							
05:15			17	23	40		17:15			202	211	413							
05:30			29	33	62		17:30			186	169	355							
05:45			38	100	36	105	17:45			168	783	158	706	326	1489				
06:00			55	61	116		18:00			153	125	278							
06:15			69	91	160		18:15			126	131	257							
06:30			83	130	213		18:30			107	105	212							
06:45			108	315	142	424	18:45			96	482	91	452	187	934				
07:00			105	160	265		19:00			101	91	192							
07:15			142	180	322		19:15			96	116	212							
07:30			189	185	374		19:30			93	106	199							
07:45			187	623	205	730	19:45			95	385	104	417	199	802				
08:00			162	167	329		20:00			84	84	168							
08:15			101	147	248		20:15			76	82	158							
08:30			115	140	255		20:30			74	85	159							
08:45			92	470	130	584	20:45			55	289	71	322	126	611				
09:00			83	100	183		21:00			62	71	133							
09:15			94	102	196		21:15			55	55	110							
09:30			104	71	175		21:30			54	60	114							
09:45			78	359	133	406	21:45			45	216	52	238	97	454				
10:00			77	91	168		22:00			46	49	95							
10:15			85	71	156		22:15			40	35	75							
10:30			88	97	185		22:30			19	47	66							
10:45			105	355	92	351	22:45			46	151	41	172	87	323				
11:00			97	87	184		23:00			46	22	68							
11:15			94	112	206		23:15			27	26	53							
11:30			108	100	208		23:30			25	32	57							
11:45			108	407	120	419	23:45			25	123	19	99	44	222				
TOTALS			2830	3201	6031		TOTALS			5318	4984	10302							
SPLIT %			46.9%	53.1%	36.9%		SPLIT %			51.6%	48.4%	63.1%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						8,148	8,185						16,333
AM Peak Hour			07:15	07:15	07:15		PM Peak Hour			16:30	16:30	16:30							
AM Pk Volume			680	737	1417		PM Pk Volume			810	725	1535							
Pk Hr Factor			0.899	0.899	0.904		Pk Hr Factor			0.892	0.859	0.929							
7 - 9 Volume	0	0	1093	1314	2407		4 - 6 Volume	0	0	1534	1327	2861							
7 - 9 Peak Hour			07:15	07:15	07:15		4 - 6 Peak Hour			16:30	16:30	16:30							
7 - 9 Pk Volume	0	0	680	737	1417		4 - 6 Pk Volume	0	0	810	725	1535							
Pk Hr Factor	0.000	0.000	0.899	0.899	0.904		Pk Hr Factor	0.000	0.000	0.892	0.859	0.929							

VOLUME

11 - Reservation Rd Bet. Imjin Pkwy & Blanco Rd (36.670013, -121.763302)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_011

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						15,760	16,170						31,930
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			34	16	50		12:00			185	207	392							
00:15			20	17	37		12:15			200	220	420							
00:30			19	15	34		12:30			214	234	448							
00:45			24	97	16	64	12:45			237	836	237	898	474	1734				
01:00			8	14	22		13:00			204	220	424							
01:15			17	12	29		13:15			244	272	516							
01:30			19	13	32		13:30			238	208	446							
01:45			11	55	10	49	13:45			234	920	244	944	478	1864				
02:00			7	9	16		14:00			227	241	468							
02:15			16	14	30		14:15			259	264	523							
02:30			3	9	12		14:30			248	219	467							
02:45			16	42	11	43	14:45			266	1000	251	975	517	1975				
03:00			6	10	16		15:00			288	234	522							
03:15			5	17	22		15:15			313	278	591							
03:30			12	18	30		15:30			368	253	621							
03:45			16	39	17	62	15:45			381	1350	289	1054	670	2404				
04:00			11	17	28		16:00			387	241	628							
04:15			14	42	56		16:15			365	298	663							
04:30			23	50	73		16:30			366	330	696							
04:45			21	69	53	162	16:45			378	1496	309	1178	687	2674				
05:00			25	36	61		17:00			404	308	712							
05:15			39	58	97		17:15			418	400	818							
05:30			49	100	149		17:30			350	338	688							
05:45			68	181	102	296	17:45			328	1500	304	1350	632	2850				
06:00			70	162	232		18:00			327	231	558							
06:15			126	249	375		18:15			290	232	522							
06:30			143	303	446		18:30			217	200	417							
06:45			166	505	353	1067	18:45			223	1057	154	817	377	1874				
07:00			184	416	600		19:00			189	119	308							
07:15			280	421	701		19:15			180	153	333							
07:30			372	375	747		19:30			169	123	292							
07:45			364	1200	364	1576	19:45			190	728	137	532	327	1260				
08:00			295	318	613		20:00			153	113	266							
08:15			256	338	594		20:15			149	102	251							
08:30			221	358	579		20:30			146	127	273							
08:45			187	959	293	1307	20:45			135	583	92	434	227	1017				
09:00			174	255	429		21:00			121	81	202							
09:15			188	242	430		21:15			124	88	212							
09:30			177	226	403		21:30			100	74	174							
09:45			166	705	253	976	21:45			108	453	60	303	168	756				
10:00			163	222	385		22:00			91	61	152							
10:15			172	224	396		22:15			87	66	153							
10:30			169	214	383		22:30			58	61	119							
10:45			172	676	207	867	22:45			74	310	50	238	124	548				
11:00			206	187	393		23:00			60	35	95							
11:15			172	198	370		23:15			55	50	105							
11:30			215	213	428		23:30			41	37	78							
11:45			196	789	232	830	23:45			54	210	26	148	80	358				
TOTALS			5317	7299	12616		TOTALS			10443	8871	19314							
SPLIT %			42.1%	57.9%	39.5%		SPLIT %			54.1%	45.9%	60.5%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						15,760	16,170						31,930
AM Peak Hour			07:15	07:00	07:15		PM Peak Hour			16:30	16:45	16:30							
AM Pk Volume			1311	1576	2789		PM Pk Volume			1566	1355	2913							
Pk Hr Factor			0.881	0.936	0.933		Pk Hr Factor			0.937	0.847	0.890							
7 - 9 Volume	0	0	2159	2883	5042		4 - 6 Volume	0	0	2996	2528	5524							
7 - 9 Peak Hour			07:15	07:00	07:15		4 - 6 Peak Hour			16:30	16:45	16:30							
7 - 9 Pk Volume	0	0	1311	1576	2789		4 - 6 Pk Volume	0	0	1566	1355	2913							
Pk Hr Factor	0.000	0.000	0.881	0.936	0.933		Pk Hr Factor	0.000	0.000	0.937	0.847	0.890							

VOLUME

12a - 8th St Bet. 2nd Ave & 3rd Ave

Day: Wednesday

Date: 9/12/2018

City: Marina

Project #: CA18_8440_001

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	112					169	281
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00			0	0	0	12:00			3	0	3		
00:15			0	0	0	12:15			1	3	4		
00:30			0	0	0	12:30			1	0	1		
00:45			0	0	0	12:45		2	7	6	9	8	16
01:00			0	0	0	13:00			3	5	8		
01:15			0	0	0	13:15			2	2	4		
01:30			0	0	0	13:30			3	3	6		
01:45			0	0	0	13:45		2	10	2	12	4	22
02:00			0	0	0	14:00			3	2	5		
02:15			0	0	0	14:15			0	1	1		
02:30			0	0	0	14:30			2	2	4		
02:45			0	0	0	14:45		2	7	4	9	6	16
03:00			0	0	0	15:00			1	1	2		
03:15			0	0	0	15:15			3	0	3		
03:30			0	0	0	15:30			3	3	6		
03:45			0	0	0	15:45		3	10	2	6	5	16
04:00			0	0	0	16:00			6	5	11		
04:15			0	0	0	16:15			2	2	4		
04:30			0	0	0	16:30			3	3	6		
04:45			0	0	0	16:45		3	14	5	15	8	29
05:00			0	0	0	17:00			3	1	4		
05:15			0	0	0	17:15			4	3	7		
05:30			0	2	2	17:30			4	2	6		
05:45			0	1	3	17:45		7	18	2	8	9	26
06:00			1	0	1	18:00			1	3	4		
06:15			0	1	1	18:15			2	1	3		
06:30			3	1	4	18:30			1	2	3		
06:45			2	6	7	18:45		1	5	3	9	4	14
07:00			0	5	5	19:00			2	2	4		
07:15			1	10	11	19:15			2	1	3		
07:30			0	14	14	19:30			1	1	2		
07:45			1	2	16	19:45		0	5	1	5	1	10
08:00			1	4	5	20:00			0	1	1		
08:15			2	6	8	20:15			1	1	2		
08:30			0	2	2	20:30			0	0	0		
08:45			0	3	2	20:45		1	2	2	4	3	6
09:00			0	3	3	21:00			0	0	0		
09:15			3	1	4	21:15			0	0	0		
09:30			1	1	2	21:30			2	0	2		
09:45			1	5	2	21:45		1	3	0		1	3
10:00			1	0	1	22:00			1	1	2		
10:15			1	2	3	22:15			0	0	0		
10:30			1	1	2	22:30			1	0	1		
10:45			0	3	1	22:45		1	3	0	1	1	4
11:00			2	3	5	23:00			0	0	0		
11:15			4	2	6	23:15			0	0	0		
11:30			2	3	5	23:30			0	0	0		
11:45			1	9	1	23:45			0	0	0		
TOTALS	28				91	119	TOTALS	84				78	162
SPLIT %	23.5%				76.5%	42.3%	SPLIT %	51.9%				48.1%	57.7%

DAILY TOTALS					NB	SB					EB	WB	Total	
					0	0					112	169	281	
AM Peak Hour			11:15	07:00	07:00		PM Peak Hour			17:00	12:45	16:00		
AM Pk Volume			10	45	47		PM Pk Volume			18	16	29		
Pk Hr Factor			0.625	0.703	0.691		Pk Hr Factor			0.643	0.667	0.659		
7 - 9 Volume	0	0	5	59	64		4 - 6 Volume	0	0	32	23	55		
7 - 9 Peak Hour			07:30	07:00	07:00		4 - 6 Peak Hour			17:00	16:00	16:00		
7 - 9 Pk Volume	0	0	4	45	47		4 - 6 Pk Volume	0	0	18	15	29		
Pk Hr Factor	0.000	0.000	0.500	0.703	0.691		Pk Hr Factor	0.000	0.000	0.643	0.750	0.659		

VOLUME

12b - 8th St Bet. 2nd Ave & Inter-Garrison Rd (36.657903, -121.794111)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_012

DAILY TOTALS					NB	SB	EB					WB	Total		
					0	0						1,147			961
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00			0	3	3		12:00			21	36	57			
00:15			1	0	1		12:15			17	25	42			
00:30			0	0	0		12:30			28	17	45			
00:45			1	2	1	4	12:45			27	93	14	92	41	185
01:00			1	0	1		13:00			24	25	49			
01:15			0	0	0		13:15			17	23	40			
01:30			1	0	1		13:30			23	17	40			
01:45			0	2	1	1	13:45			9	73	19	84	28	157
02:00			0	0	0		14:00			13	19	32			
02:15			0	0	0		14:15			18	16	34			
02:30			1	0	1		14:30			12	15	27			
02:45			0	1	0	1	14:45			18	61	16	66	34	127
03:00			0	0	0		15:00			14	19	33			
03:15			0	0	0		15:15			14	18	32			
03:30			0	2	2		15:30			14	15	29			
03:45			2	2	0	2	15:45			16	58	30	82	46	140
04:00			1	0	1		16:00			22	36	58			
04:15			2	0	2		16:15			12	21	33			
04:30			1	2	3		16:30			14	34	48			
04:45			4	8	1	3	16:45			11	59	31	122	42	181
05:00			0	1	1		17:00			21	55	76			
05:15			1	1	2		17:15			12	34	46			
05:30			1	0	1		17:30			11	25	36			
05:45			4	6	0	2	17:45			6	50	14	128	20	178
06:00			4	0	4		18:00			12	10	22			
06:15			13	0	13		18:15			9	13	22			
06:30			19	4	23		18:30			9	9	18			
06:45			35	71	5	9	18:45			7	37	10	42	17	79
07:00			22	13	35		19:00			4	7	11			
07:15			57	6	63		19:15			3	14	17			
07:30			83	14	97		19:30			2	6	8			
07:45			53	215	12	45	19:45			3	12	11	38	14	50
08:00			52	13	65		20:00			4	6	10			
08:15			54	12	66		20:15			2	4	6			
08:30			38	11	49		20:30			2	0	2			
08:45			31	175	12	48	20:45			1	9	4	14	5	23
09:00			13	13	26		21:00			3	1	4			
09:15			22	6	28		21:15			3	4	7			
09:30			14	11	25		21:30			0	6	6			
09:45			21	70	16	46	21:45			2	8	6	17	8	25
10:00			11	18	29		22:00			2	1	3			
10:15			14	9	23		22:15			0	0	0			
10:30			18	7	25		22:30			1	2	3			
10:45			13	56	12	46	22:45			4	7	3	6	7	13
11:00			22	10	32		23:00			3	1	4			
11:15			13	16	29		23:15			2	4	6			
11:30			14	12	26		23:30			1	1	2			
11:45			16	65	18	56	23:45			1	7	2	8	3	15
TOTALS			673	262	935		TOTALS			474	699	1173			
SPLIT %			72.0%	28.0%	44.4%		SPLIT %			40.4%	59.6%	55.6%			

DAILY TOTALS					NB	SB	EB					WB	Total				
					0	0	1,147					961	2,108				
AM Peak Hour			07:15	11:45	07:30		PM Peak Hour			12:15	16:30	16:30					
AM Pk Volume			245	96	293		PM Pk Volume			96	154	212					
Pk Hr Factor			0.738	0.667	0.755		Pk Hr Factor			0.857	0.700	0.697					
7 - 9 Volume	0	0	390	93	483		4 - 6 Volume	0	0	109	250	359					
7 - 9 Peak Hour			07:15	07:30	07:30		4 - 6 Peak Hour			16:00	16:30	16:30					
7 - 9 Pk Volume	0	0	245	51	293		4 - 6 Pk Volume	0	0	59	154	212					
Pk Hr Factor	0.000	0.000	0.738	0.911	0.755		Pk Hr Factor	0.000	0.000	0.670	0.700	0.697					

VOLUME

13 - 9th St Bet. 1st Ave & 2nd Ave (36.662471, -121.810390)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_013

DAILY TOTALS					NB	SB	EB					WB	Total			
					0	0	283					496	779			
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL				
00:00			0	0	0		12:00			7	9	16				
00:15			0	0	0		12:15			13	8	21				
00:30			0	0	0		12:30			8	9	17				
00:45			0	0	0		12:45			4	32	10	36	14	68	
01:00			0	1	1		13:00			4	6	10				
01:15			0	0	0		13:15			6	7	13				
01:30			0	1	1		13:30			5	12	17				
01:45			0	0	2	0	2	13:45		9	24	10	35	19	59	
02:00			0	0	0		14:00			2	7	9				
02:15			0	0	0		14:15			12	10	22				
02:30			0	0	0		14:30			11	4	15				
02:45			0	0	0		14:45			5	30	7	28	12	58	
03:00			0	0	0		15:00			4	9	13				
03:15			1	0	1		15:15			7	6	13				
03:30			0	1	1		15:30			6	6	12				
03:45			0	1	0	1	0	2	15:45		11	28	4	25	15	53
04:00			0	0	0		16:00			13	1	14				
04:15			0	0	0		16:15			7	3	10				
04:30			0	1	1		16:30			8	3	11				
04:45			0	1	2	1	2	16:45		4	32	4	11	8	43	
05:00			0	0	0		17:00			10	5	15				
05:15			0	0	0		17:15			5	1	6				
05:30			0	2	2		17:30			3	2	5				
05:45			0	0	2	0	2	17:45		2	20	5	13	7	33	
06:00			0	1	1		18:00			4	4	8				
06:15			0	2	2		18:15			3	2	5				
06:30			2	3	5		18:30			1	2	3				
06:45			0	2	3	9	3	11	18:45		1	9	1	9	2	18
07:00			1	11	12		19:00			1	2	3				
07:15			2	30	32		19:15			3	2	5				
07:30			1	62	63		19:30			1	3	4				
07:45			3	7	56	159	59	166	19:45		1	6	2	9	3	15
08:00			0	37	37		20:00			3	0	3				
08:15			2	22	24		20:15			0	3	3				
08:30			0	5	5		20:30			1	1	2				
08:45			2	4	10	74	12	78	20:45		0	4	1	5	1	9
09:00			5	5	10		21:00			3	3	6				
09:15			8	5	13		21:15			1	1	2				
09:30			6	5	11		21:30			0	1	1				
09:45			2	21	8	23	10	44	21:45		0	4	1	6	1	10
10:00			3	10	13		22:00			0	0	0				
10:15			9	7	16		22:15			0	0	0				
10:30			9	2	11		22:30			0	1	1				
10:45			12	33	6	25	18	58	22:45		2	2	0	1	2	3
11:00			6	6	12		23:00			1	1	2				
11:15			8	3	11		23:15			0	1	1				
11:30			3	5	8		23:30			0	0	0				
11:45			6	23	5	19	11	42	23:45		0	1	0	2	0	3
TOTALS	91					316	407	TOTALS	192					180	372	
SPLIT %	22.4%					77.6%	52.2%	SPLIT %	51.6%					48.4%	47.8%	

DAILY TOTALS				NB	SB	EB				WB		Total			
				0	0							283	496	779	
AM Peak Hour				10:15	07:15	07:15	PM Peak Hour				15:45	13:30	12:00		
AM Pk Volume				36	185	191	PM Pk Volume				39	39	68		
Pk Hr Factor				0.750	0.746	0.758	Pk Hr Factor				0.750	0.813	0.810		
7 - 9 Volume				0	0	11	233	244	4 - 6 Volume		0	0	52	24	76
7 - 9 Peak Hour					07:00	07:15	07:15	4 - 6 Peak Hour				16:00	16:15	16:15	
7 - 9 Pk Volume				0	0	7	185	191	4 - 6 Pk Volume		0	0	32	15	44
Pk Hr Factor				0.000	0.000	0.583	0.746	0.758	Pk Hr Factor		0.000	0.000	0.615	0.750	0.733

VOLUME

14a - 2nd Ave Bet. Divarty & Imjin Pkwy (36.6759649, -121.809362)

Day: Thursday

City: Marina

Date: 6/7/2018

Project #: CA18_8264_014

DAILY TOTALS					NB	SB	EB					WB	Total	
					1,755	2,235						0		
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL		
00:00	0	1			1		12:00	62	46			108		
00:15	1	2			3		12:15	40	41			81		
00:30	2	1			3		12:30	36	47			83		
00:45	1	4	1	5	2	9	12:45	41	179	42	176	83	355	
01:00	1	1			2		13:00	29	42			71		
01:15	1	3			4		13:15	33	30			63		
01:30	0	0			0		13:30	33	34			67		
01:45	2	4	0	4	2	8	13:45	26	121	36	142	62	263	
02:00	0	1			1		14:00	33	43			76		
02:15	1	0			1		14:15	31	33			64		
02:30	1	0			1		14:30	30	40			70		
02:45	0	2	0	1	0	3	14:45	31	125	35	151	66	276	
03:00	0	1			1		15:00	27	27			54		
03:15	0	1			1		15:15	34	37			71		
03:30	2	0			2		15:30	33	34			67		
03:45	2	4	0	2	2	6	15:45	43	137	44	142	87	279	
04:00	1	0			1		16:00	50	25			75		
04:15	1	1			2		16:15	36	39			75		
04:30	2	2			4		16:30	40	45			85		
04:45	2	6	4	7	6	13	16:45	50	176	41	150	91	326	
05:00	0	2			2		17:00	59	38			97		
05:15	1	4			5		17:15	60	23			83		
05:30	0	8			8		17:30	59	25			84		
05:45	3	4	7	21	10	25	17:45	33	211	25	111	58	322	
06:00	4	16			20		18:00	36	30			66		
06:15	6	12			18		18:15	35	29			64		
06:30	3	16			19		18:30	32	32			64		
06:45	6	19	25	69	31	88	18:45	26	129	17	108	43	237	
07:00	3	59			62		19:00	32	24			56		
07:15	20	81			101		19:15	23	19			42		
07:30	15	113			128		19:30	24	24			48		
07:45	15	53	77	330	92	383	19:45	16	95	23	90	39	185	
08:00	22	59			81		20:00	13	23			36		
08:15	24	56			80		20:15	19	18			37		
08:30	15	49			64		20:30	15	22			37		
08:45	18	79	25	189	43	268	20:45	16	63	11	74	27	137	
09:00	16	25			41		21:00	10	14			24		
09:15	16	26			42		21:15	14	13			27		
09:30	22	28			50		21:30	9	14			23		
09:45	24	78	36	115	60	193	21:45	9	42	6	47	15	89	
10:00	18	31			49		22:00	4	4			8		
10:15	18	31			49		22:15	5	10			15		
10:30	24	33			57		22:30	3	7			10		
10:45	19	79	38	133	57	212	22:45	3	15	4	25	7	40	
11:00	28	35			63		23:00	4	3			7		
11:15	33	26			59		23:15	3	1			4		
11:30	32	35			67		23:30	1	1			2		
11:45	28	121	37	133	65	254	23:45	1	9	5	10	6	19	
TOTALS	453	1009			1462		TOTALS	1302	1226			2528		
SPLIT %	31.0%	69.0%			36.6%		SPLIT %	51.5%	48.5%			63.4%		

DAILY TOTALS				NB	SB	EB				WB	Total	
				1,755	2,235					0		
AM Peak Hour	11:45	07:00			07:15	PM Peak Hour	16:45	12:00			16:30	
AM Pk Volume	166	330			402	PM Pk Volume	228	176			356	
Pk Hr Factor	0.669	0.730			0.785	Pk Hr Factor	0.950	0.936			0.918	
7 - 9 Volume	132	519	0	0	651	4 - 6 Volume	387	261	0	0	648	
7 - 9 Peak Hour	08:00	07:00			07:15	4 - 6 Peak Hour	16:45	16:15			16:30	
7 - 9 Pk Volume	79	330	0	0	402	4 - 6 Pk Volume	228	163	0	0	356	
Pk Hr Factor	0.823	0.730	0.000	0.000	0.785	Pk Hr Factor	0.950	0.906	0.000	0.000	0.918	

VOLUME

14b - 2nd Ave Bet. 8th St & Imjin Pkwy (N/O General Stilwell Dr)

Day: Tuesday

City: Marina

Date: 7/2/2019

Project #: CA19_8371_002

DAILY TOTALS					NB	SB	EB				WB	Total
					8,231	8,744					0	0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
00:00	4	4			8	12:00	157	158			315	
00:15	7	4			11	12:15	148	192			340	
00:30	5	4			9	12:30	156	154			310	
00:45	7	23	1	13	8	12:45	132	593	188	692	320	
01:00	3	3			6	13:00	175	181			356	
01:15	1	1			2	13:15	153	132			285	
01:30	1	1			2	13:30	162	160			322	
01:45	2	7	4	9	6	13:45	134	624	189	662	323	
02:00	5	3			8	14:00	178	165			343	
02:15	11	5			16	14:15	164	156			320	
02:30	37	2			39	14:30	173	161			334	
02:45	1	54	1	11	2	14:45	164	679	142	624	306	
03:00	3	4			7	15:00	164	130			294	
03:15	6	5			11	15:15	167	165			332	
03:30	2	3			5	15:30	194	163			357	
03:45	6	17	8	20	14	15:45	156	681	144	602	300	
04:00	7	15			22	16:00	191	138			329	
04:15	4	5			9	16:15	143	176			319	
04:30	2	9			11	16:30	213	155			368	
04:45	6	19	10	39	16	16:45	182	729	137	606	319	
05:00	8	16			24	17:00	164	139			303	
05:15	10	24			34	17:15	167	135			302	
05:30	17	28			45	17:30	172	149			321	
05:45	16	51	37	105	53	17:45	156	659	143	566	299	
06:00	30	43			73	18:00	167	161			328	
06:15	35	58			93	18:15	158	158			316	
06:30	34	57			91	18:30	149	153			302	
06:45	33	132	84	242	117	18:45	138	612	137	609	275	
07:00	40	76			116	19:00	137	132			269	
07:15	32	125			157	19:15	119	120			239	
07:30	40	137			177	19:30	140	107			247	
07:45	43	155	178	516	221	19:45	108	504	98	457	206	
08:00	51	147			198	20:00	123	92			215	
08:15	70	125			195	20:15	99	93			192	
08:30	64	113			177	20:30	106	81			187	
08:45	73	258	114	499	187	20:45	99	427	77	343	176	
09:00	82	118			200	21:00	123	69			192	
09:15	85	115			200	21:15	96	64			160	
09:30	73	131			204	21:30	100	76			176	
09:45	88	328	164	528	252	21:45	86	405	44	253	130	
10:00	94	117			211	22:00	101	52			153	
10:15	114	159			273	22:15	39	29			68	
10:30	105	149			254	22:30	31	36			67	
10:45	108	421	170	595	278	22:45	13	184	13	130	26	
11:00	137	152			289	23:00	19	5			24	
11:15	145	154			299	23:15	7	10			17	
11:30	194	138			332	23:30	13	6			19	
11:45	144	620	152	596	296	23:45	10	49	6	27	16	
TOTALS	2085	3173			5258	TOTALS	6146	5571			11717	
SPLIT %	39.7%	60.3%			31.0%	SPLIT %	52.5%	47.5%			69.0%	

DAILY TOTALS					NB	SB	EB	WB	Total
					8,231	8,744	0	0	16,975
AM Peak Hour	11:30	11:45		11:30	PM Peak Hour	16:00	12:15		16:00
AM Pk Volume	643	656		1283	PM Pk Volume	729	715		1335
Pk Hr Factor	0.829	0.854		0.943	Pk Hr Factor	0.856	0.931		0.907
7 - 9 Volume	413	1015	0	0	4 - 6 Volume	1388	1172	0	0
7 - 9 Peak Hour	08:00	07:15		07:30	4 - 6 Peak Hour	16:00	16:15		16:00
7 - 9 Pk Volume	258	587	0	0	4 - 6 Pk Volume	729	607	0	0
Pk Hr Factor	0.884	0.824	0.000	0.000	Pk Hr Factor	0.856	0.862	0.000	0.000

VOLUME

15 - Beach Rd Bet. Reservation Rd & Del Monte Blvd (36.694665, -121.800146)

Day: Thursday

City: Marina

Date: 5/17/2018

Project #: CA18_8264_015

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0						2,578	3,033
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00			10	8	18		12:00			42	47	89	
00:15			5	3	8		12:15			32	47	79	
00:30			5	3	8		12:30			34	40	74	
00:45			6	26	3	17	12:45			36	144	64	198
01:00			6	1	7		13:00			45	34	79	
01:15			2	0	2		13:15			45	39	84	
01:30			7	0	7		13:30			36	55	91	
01:45			3	18	5	6	13:45			36	162	51	179
02:00			2	0	2		14:00			55	37	92	
02:15			3	3	6		14:15			44	33	77	
02:30			2	2	4		14:30			42	68	110	
02:45			3	10	2	7	14:45			39	180	53	191
03:00			5	2	7		15:00			37	51	88	
03:15			0	3	3		15:15			51	53	104	
03:30			0	1	1		15:30			55	42	97	
03:45			3	8	2	8	15:45			50	193	55	201
04:00			3	4	7		16:00			51	49	100	
04:15			1	4	5		16:15			50	45	95	
04:30			0	6	6		16:30			34	47	81	
04:45			5	9	4	18	16:45			57	192	47	188
05:00			2	4	6		17:00			52	54	106	
05:15			0	12	12		17:15			64	53	117	
05:30			5	24	29		17:30			53	59	112	
05:45			2	9	16	56	17:45			53	222	59	225
06:00			11	26	37		18:00			46	58	104	
06:15			6	26	32		18:15			40	45	85	
06:30			18	39	57		18:30			50	46	96	
06:45			17	52	54	145	18:45			40	176	39	188
07:00			19	78	97		19:00			34	35	69	
07:15			26	78	104		19:15			48	33	81	
07:30			36	40	76		19:30			44	42	86	
07:45			53	134	57	253	19:45			34	160	44	154
08:00			23	58	81		20:00			49	29	78	
08:15			26	48	74		20:15			43	37	80	
08:30			30	61	91		20:30			30	37	67	
08:45			31	110	48	215	20:45			36	158	20	123
09:00			28	41	69		21:00			38	25	63	
09:15			21	42	63		21:15			32	17	49	
09:30			29	31	60		21:30			23	15	38	
09:45			26	104	45	159	21:45			30	123	27	84
10:00			31	47	78		22:00			20	18	38	
10:15			30	41	71		22:15			25	14	39	
10:30			29	36	65		22:30			13	13	26	
10:45			34	124	42	166	22:45			17	75	12	57
11:00			33	42	75		23:00			19	11	30	
11:15			42	45	87		23:15			12	9	21	
11:30			33	32	65		23:30			14	4	18	
11:45			29	137	45	164	23:45			7	52	7	31
TOTALS			741	1214	1955		TOTALS			1837	1819	3656	
SPLIT %			37.9%	62.1%	34.8%		SPLIT %			50.2%	49.8%	65.2%	

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						2,578	3,033						5,611
AM Peak Hour			11:15	07:00	07:00		PM Peak Hour			16:45	17:15	17:00							
AM Pk Volume			146	253	387		PM Pk Volume			226	229	447							
Pk Hr Factor			0.869	0.811	0.880		Pk Hr Factor			0.883	0.970	0.955							
7 - 9 Volume	0	0	244	468	712		4 - 6 Volume	0	0	414	413	827							
7 - 9 Peak Hour			07:15	07:00	07:00		4 - 6 Peak Hour			16:45	17:00	17:00							
7 - 9 Pk Volume	0	0	138	253	387		4 - 6 Pk Volume	0	0	226	225	447							
Pk Hr Factor	0.000	0.000	0.651	0.811	0.880		Pk Hr Factor	0.000	0.000	0.883	0.953	0.955							

VOLUME

16De Forest Rd Bet. Beach Rd & Reservation Rd (36.688357, -121.790823)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_016

DAILY TOTALS					NB	SB	EB					WB	Total
					857	1,004						0	0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	3	2			5	12:00	6	9			15		
00:15	3	2			5	12:15	8	13			21		
00:30	2	0			2	12:30	8	13			21		
00:45	0	8	0	4	12	12:45	8	30	13	48	78		
01:00	0	0			0	13:00	13	15			28		
01:15	0	0			0	13:15	13	17			30		
01:30	0	1			1	13:30	8	15			23		
01:45	1	1	0	1	2	13:45	15	49	17	64	113		
02:00	1	0			1	14:00	24	12			36		
02:15	0	1			1	14:15	23	20			43		
02:30	1	1			2	14:30	11	36			47		
02:45	1	3	0	2	5	14:45	17	75	14	82	157		
03:00	2	3			5	15:00	14	15			29		
03:15	0	0			0	15:15	10	18			28		
03:30	1	0			1	15:30	11	22			33		
03:45	0	3	0	3	6	15:45	21	56	17	72	128		
04:00	0	0			0	16:00	17	22			39		
04:15	0	2			2	16:15	17	21			38		
04:30	0	1			1	16:30	24	12			36		
04:45	1	1	0	3	4	16:45	20	78	18	73	151		
05:00	0	1			1	17:00	22	13			35		
05:15	0	2			2	17:15	15	23			38		
05:30	2	4			6	17:30	17	19			36		
05:45	1	3	1	8	11	17:45	18	72	15	70	142		
06:00	2	1			3	18:00	15	14			29		
06:15	1	12			13	18:15	13	14			27		
06:30	4	8			12	18:30	14	14			28		
06:45	6	13	10	31	44	18:45	15	57	10	52	109		
07:00	12	25			37	19:00	10	11			21		
07:15	14	23			37	19:15	12	16			28		
07:30	26	25			51	19:30	14	12			26		
07:45	43	95	33	106	201	19:45	8	44	15	54	98		
08:00	22	22			44	20:00	9	8			17		
08:15	19	17			36	20:15	10	8			18		
08:30	13	24			37	20:30	12	10			22		
08:45	7	61	8	71	132	20:45	3	34	9	35	69		
09:00	12	12			24	21:00	7	10			17		
09:15	8	13			21	21:15	8	7			15		
09:30	4	11			15	21:30	8	4			12		
09:45	10	34	11	47	81	21:45	4	27	8	29	56		
10:00	13	16			29	22:00	3	2			5		
10:15	11	12			23	22:15	3	6			9		
10:30	12	18			30	22:30	3	5			8		
10:45	10	46	14	60	106	22:45	2	11	5	18	29		
11:00	13	7			20	23:00	2	6			8		
11:15	13	11			24	23:15	5	1			6		
11:30	6	22			28	23:30	1	2			3		
11:45	13	45	19	59	104	23:45	3	11	3	12	23		
TOTALS	313	395			708	TOTALS	544	609			1153		
SPLIT %	44.2%	55.8%			38.0%	SPLIT %	47.2%	52.8%			62.0%		

DAILY TOTALS				NB	SB	EB				WB	Total	
				857	1,004					0		
AM Peak Hour	07:30	07:00				07:15	PM Peak Hour	16:15	13:45			
AM Pk Volume	110	106				208	PM Pk Volume	83	85			158
Pk Hr Factor	0.640	0.803				0.684	Pk Hr Factor	0.865	0.590			0.840
7 - 9 Volume	156	177	0	0		333	4 - 6 Volume	150	143	0	0	293
7 - 9 Peak Hour	07:30	07:00				07:15	4 - 6 Peak Hour	16:15	16:00			16:00
7 - 9 Pk Volume	110	106	0	0		208	4 - 6 Pk Volume	83	73	0	0	151
Pk Hr Factor	0.640	0.803	0.000	0.000		0.684	Pk Hr Factor	0.865	0.830	0.000	0.000	0.968

VOLUME

17 - Crescent Ave Bet. Quebrada Del Mar Rd & Reservation Rd (36.686073, -121.789296)

Day: Tuesday

City: Marina

Date: 5/22/2018

Project #: CA18_8264_017

DAILY TOTALS					NB	SB						EB	WB	Total
					473	608						0	0	1,081
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00	2	0			2	12:00	11	8			19			
00:15	1	1			2	12:15	3	10			13			
00:30	0	2			2	12:30	6	8			14			
00:45	1	4	2	5	3	9	12:45	12	32	7	33	19	65	
01:00	0	0			0	13:00	3	8			11			
01:15	0	0			0	13:15	7	9			16			
01:30	0	0			0	13:30	3	8			11			
01:45	0	0			0	13:45	5	18	11	36	16	54		
02:00	1	0			1	14:00	6	8			14			
02:15	0	0			0	14:15	13	8			21			
02:30	0	1			1	14:30	6	13			19			
02:45	0	1	2	3	2	4	14:45	7	32	11	40	18	72	
03:00	0	0			0	15:00	12	9			21			
03:15	1	0			1	15:15	8	9			17			
03:30	0	0			0	15:30	10	11			21			
03:45	0	1	1	1	1	2	15:45	11	41	6	35	17	76	
04:00	1	2			3	16:00	9	9			18			
04:15	0	1			1	16:15	14	11			25			
04:30	0	0			0	16:30	13	10			23			
04:45	1	2	0	3	1	5	16:45	8	44	8	38	16	82	
05:00	0	1			1	17:00	13	15			28			
05:15	1	2			3	17:15	7	11			18			
05:30	0	0			0	17:30	16	21			37			
05:45	0	1	0	3	0	4	17:45	9	45	10	57	19	102	
06:00	1	6			7	18:00	9	13			22			
06:15	6	5			11	18:15	7	6			13			
06:30	0	10			10	18:30	12	7			19			
06:45	0	7	17	38	17	45	18:45	5	33	3	29	8	62	
07:00	1	12			13	19:00	8	5			13			
07:15	4	20			24	19:15	14	8			22			
07:30	9	19			28	19:30	4	4			8			
07:45	7	21	15	66	22	87	19:45	6	32	10	27	16	59	
08:00	7	15			22	20:00	5	3			8			
08:15	5	7			12	20:15	4	6			10			
08:30	7	7			14	20:30	5	6			11			
08:45	5	24	9	38	14	62	20:45	7	21	5	20	12	41	
09:00	8	4			12	21:00	10	14			24			
09:15	6	11			17	21:15	5	3			8			
09:30	3	12			15	21:30	3	3			6			
09:45	5	22	6	33	11	55	21:45	10	28	3	23	13	51	
10:00	3	13			16	22:00	5	4			9			
10:15	5	5			10	22:15	4	1			5			
10:30	4	7			11	22:30	1	3			4			
10:45	3	15	5	30	8	45	22:45	5	15	4	12	9	27	
11:00	5	6			11	23:00	5	1			6			
11:15	5	7			12	23:15	3	2			5			
11:30	9	6			15	23:30	1	0			1			
11:45	4	23	8	27	12	50	23:45	2	11	8	11	10	22	
TOTALS	121	247			368	TOTALS	352	361			713			
SPLIT %	32.9%	67.1%			34.0%	SPLIT %	49.4%	50.6%			66.0%			

DAILY TOTALS					NB	SB					EB	WB	Total	
					473	608					0	0	1,081	
AM Peak Hour	11:15	07:15		07:15	PM Peak Hour	16:15	17:00		17:00					
AM Pk Volume	29	69		96	PM Pk Volume	48	57		102					
Pk Hr Factor	0.659	0.863		0.857	Pk Hr Factor	0.857	0.679		0.689					
7 - 9 Volume	45	104	0	0	4 - 6 Volume	89	95	0	0	184				
7 - 9 Peak Hour	07:30	07:15		07:15	4 - 6 Peak Hour	16:15	17:00		17:00					
7 - 9 Pk Volume	28	69	0	0	4 - 6 Pk Volume	48	57	0	0	102				
Pk Hr Factor	0.778	0.863	0.000	0.000	Pk Hr Factor	0.857	0.679	0.000	0.000	0.689				

VOLUME

18 - Crescent Ave Bet. Reservation Rd & Carmel Ave (36.683103, -121.792245)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_018

DAILY TOTALS					NB	SB					EB	WB	Total
					1,854	1,916					0	0	3,770
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	2	4			6	12:00	28	24			52		
00:15	3	3			6	12:15	17	33			50		
00:30	3	3			6	12:30	26	29			55		
00:45	3	11	4	14	7	12:45	34	105	37	123	71	228	
01:00	1	0			1	13:00	30	23			53		
01:15	0	3			3	13:15	20	25			45		
01:30	3	6			9	13:30	28	20			48		
01:45	0	4	2	11	2	13:45	23	101	28	96	51	197	
02:00	1	0			1	14:00	28	29			57		
02:15	1	2			3	14:15	28	36			64		
02:30	2	0			2	14:30	35	29			64		
02:45	3	7	0	2	3	14:45	20	111	32	126	52	237	
03:00	1	2			3	15:00	36	32			68		
03:15	2	1			3	15:15	30	34			64		
03:30	2	1			3	15:30	22	50			72		
03:45	0	5	0	4	0	15:45	67	155	45	161	112	316	
04:00	2	0			2	16:00	53	37			90		
04:15	0	2			2	16:15	40	42			82		
04:30	3	0			3	16:30	39	44			83		
04:45	7	12	2	4	9	16:45	28	160	49	172	77	332	
05:00	3	3			6	17:00	31	44			75		
05:15	7	3			10	17:15	40	45			85		
05:30	4	5			9	17:30	37	46			83		
05:45	15	29	10	21	25	17:45	41	149	50	185	91	334	
06:00	14	3			17	18:00	28	34			62		
06:15	15	3			18	18:15	39	38			77		
06:30	16	5			21	18:30	33	27			60		
06:45	27	72	21	32	48	18:45	25	125	39	138	64	263	
07:00	23	24			47	19:00	20	39			59		
07:15	36	35			71	19:15	25	31			56		
07:30	45	43			88	19:30	27	34			61		
07:45	54	158	41	143	95	19:45	16	88	18	122	34	210	
08:00	44	35			79	20:00	26	24			50		
08:15	46	47			93	20:15	22	24			46		
08:30	38	16			54	20:30	15	24			39		
08:45	27	155	19	117	46	20:45	14	77	21	93	35	170	
09:00	21	20			41	21:00	11	19			30		
09:15	24	19			43	21:15	8	13			21		
09:30	24	24			48	21:30	13	20			33		
09:45	12	81	16	79	28	21:45	8	40	10	62	18	102	
10:00	19	16			35	22:00	8	13			21		
10:15	19	21			40	22:15	6	8			14		
10:30	15	15			30	22:30	8	9			17		
10:45	16	69	20	72	36	22:45	6	28	5	35	11	63	
11:00	18	20			38	23:00	12	7			19		
11:15	26	14			40	23:15	6	9			15		
11:30	27	17			44	23:30	4	8			12		
11:45	14	85	24	75	38	23:45	5	27	5	29	10	56	
TOTALS	688	574			1262	TOTALS	1166	1342			2508		
SPLIT %	54.5%	45.5%			33.5%	SPLIT %	46.5%	53.5%			66.5%		

DAILY TOTALS					NB	SB					EB	WB	Total
					1,854	1,916					0	0	3,770
AM Peak Hour	07:30	07:30			07:30	PM Peak Hour	15:45	17:00			15:45		
AM Pk Volume	189	166			355	PM Pk Volume	199	185			367		
Pk Hr Factor	0.875	0.883			0.934	Pk Hr Factor	0.743	0.925			0.819		
7 - 9 Volume	313	260	0	0	573	4 - 6 Volume	309	357	0	0	666		
7 - 9 Peak Hour	07:30	07:30			07:30	4 - 6 Peak Hour	16:00	17:00			17:00		
7 - 9 Pk Volume	189	166	0	0	355	4 - 6 Pk Volume	160	185	0	0	334		
Pk Hr Factor	0.875	0.883	0.000	0.000	0.934	Pk Hr Factor	0.755	0.925	0.000	0.000	0.918		

VOLUME

19 - Cardoza Ave Bet. Reservation Rd & Aaron Way (36.699215, -121.799711)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_019

DAILY TOTALS					NB	SB					EB	WB	Total
					464	484					0	0	948
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	0	0			0	12:00	6	8			14		
00:15	1	0			1	12:15	6	7			13		
00:30	0	0			0	12:30	5	3			8		
00:45	0	1	0		0	12:45	9	26	10	28	19	54	
01:00	1	0			1	13:00	8	5			13		
01:15	0	1			1	13:15	6	6			12		
01:30	1	1			2	13:30	5	6			11		
01:45	1	3	0	2	1	13:45	6	25	7	24	13	49	
02:00	0	0			0	14:00	7	4			11		
02:15	0	0			0	14:15	6	8			14		
02:30	0	0			0	14:30	7	10			17		
02:45	0	0			0	14:45	8	28	6	28	14	56	
03:00	0	0			0	15:00	15	10			25		
03:15	1	0			1	15:15	16	6			22		
03:30	1	3			4	15:30	12	11			23		
03:45	0	2	1	4	1	15:45	6	49	4	31	10	80	
04:00	0	1			1	16:00	11	12			23		
04:15	0	1			1	16:15	10	9			19		
04:30	1	2			3	16:30	14	5			19		
04:45	0	1	1	5	1	16:45	11	46	9	35	20	81	
05:00	1	4			5	17:00	18	8			26		
05:15	1	2			3	17:15	17	4			21		
05:30	0	2			2	17:30	12	4			16		
05:45	0	2	5	13	5	17:45	18	65	7	23	25	88	
06:00	0	3			3	18:00	10	8			18		
06:15	0	5			5	18:15	10	5			15		
06:30	4	7			11	18:30	7	5			12		
06:45	1	5	16	31	17	18:45	6	33	8	26	14	59	
07:00	2	19			21	19:00	5	2			7		
07:15	2	18			20	19:15	3	5			8		
07:30	1	16			17	19:30	8	5			13		
07:45	4	9	9	62	13	19:45	7	23	5	17	12	40	
08:00	5	4			9	20:00	10	4			14		
08:15	5	7			12	20:15	11	3			14		
08:30	2	8			10	20:30	4	4			8		
08:45	6	18	13	32	19	20:45	8	33	2	13	10	46	
09:00	3	6			9	21:00	3	6			9		
09:15	5	6			11	21:15	7	1			8		
09:30	6	10			16	21:30	4	2			6		
09:45	2	16	9	31	11	21:45	4	18	2	11	6	29	
10:00	1	8			9	22:00	4	3			7		
10:15	3	6			9	22:15	2	1			3		
10:30	5	4			9	22:30	4	2			6		
10:45	11	20	8	26	19	22:45	2	12	1	7	3	19	
11:00	2	8			10	23:00	1	2			3		
11:15	6	9			15	23:15	3	1			4		
11:30	7	6			13	23:30	2	0			2		
11:45	5	20	9	32	14	23:45	3	9	0	3	3	12	
TOTALS	97	238			335	TOTALS	367	246			613		
SPLIT %	29.0%	71.0%			35.3%	SPLIT %	59.9%	40.1%			64.7%		

DAILY TOTALS				NB	SB	EB				WB	Total	
				464	484					0		
AM Peak Hour	10:45	06:45				06:45	PM Peak Hour	17:00	15:30			17:00
AM Pk Volume	26	69				75	PM Pk Volume	65	36			88
Pk Hr Factor	0.591	0.908				0.893	Pk Hr Factor	0.903	0.750			0.846
7 - 9 Volume	27	94	0	0		121	4 - 6 Volume	111	58	0	0	169
7 - 9 Peak Hour	08:00	07:00				07:00	4 - 6 Peak Hour	17:00	16:00			17:00
7 - 9 Pk Volume	18	62	0	0		71	4 - 6 Pk Volume	65	35	0	0	88
Pk Hr Factor	0.750	0.816	0.000	0.000		0.845	Pk Hr Factor	0.903	0.729	0.000	0.000	0.846

VOLUME

20 - Beach Rd Bet. Del Monte Blvd & De Forest Rd (36.692456, -121.795546)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_020

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	1,639					1,370	3,009
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00			2	3	5		12:00			24	17	41	
00:15			3	2	5		12:15			17	12	29	
00:30			2	2	4		12:30			37	17	54	
00:45			2	9	1	8	12:45			24	102	17	63
					3	17						41	165
01:00			1	0	1		13:00			19	20	39	
01:15			0	0	0		13:15			27	19	46	
01:30			2	0	2		13:30			28	14	42	
01:45			0	3	0	3	13:45			33	107	24	77
					0	3						57	184
02:00			1	1	2		14:00			25	20	45	
02:15			0	2	2		14:15			52	31	83	
02:30			1	1	2		14:30			31	59	90	
02:45			1	3	0	4	14:45			29	137	27	137
					1	7						56	274
03:00			0	2	2		15:00			17	23	40	
03:15			0	0	0		15:15			25	28	53	
03:30			0	3	3		15:30			41	19	60	
03:45			0	2	2	7	15:45			28	111	19	89
					2	7						47	200
04:00			3	0	3		16:00			31	17	48	
04:15			0	0	0		16:15			38	27	65	
04:30			1	0	1		16:30			34	28	62	
04:45			1	5	2	2	16:45			37	140	25	97
					3	7						62	237
05:00			1	0	1		17:00			44	32	76	
05:15			0	4	4		17:15			39	22	61	
05:30			1	7	8		17:30			42	20	62	
05:45			2	4	5	16	17:45			33	158	16	90
					7	20						49	248
06:00			6	14	20		18:00			33	24	57	
06:15			3	16	19		18:15			30	19	49	
06:30			3	10	13		18:30			20	13	33	
06:45			13	25	30	82	18:45			20	103	11	67
					30	82						31	170
07:00			15	28	43		19:00			39	19	58	
07:15			33	45	78		19:15			25	14	39	
07:30			49	35	84		19:30			15	6	21	
07:45			69	166	79	187	19:45			27	106	18	57
					148	353						45	163
08:00			29	50	79		20:00			12	6	18	
08:15			16	25	41		20:15			16	6	22	
08:30			9	24	33		20:30			20	9	29	
08:45			17	71	43	196	20:45			18	66	5	26
					43	196						23	92
09:00			15	18	33		21:00			16	15	31	
09:15			11	15	26		21:15			21	6	27	
09:30			20	10	30		21:30			12	7	19	
09:45			25	71	40	129	21:45			12	61	8	36
					40	129						20	97
10:00			12	17	29		22:00			11	6	17	
10:15			19	11	30		22:15			7	4	11	
10:30			13	19	32		22:30			6	3	9	
10:45			14	58	28	119	22:45			6	30	5	18
					28	119						11	48
11:00			19	21	40		23:00			8	4	12	
11:15			14	19	33		23:15			8	3	11	
11:30			20	19	39		23:30			2	1	3	
11:45			28	81	47	159	23:45			4	22	2	10
					47	159						6	32
TOTALS			496	603	1099		TOTALS			1143	767	1910	
SPLIT %			45.1%	54.9%	36.5%		SPLIT %			59.8%	40.2%	63.5%	

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						1,639	1,370						3,009
AM Peak Hour			07:15	07:15	07:15		PM Peak Hour			16:45	14:15	13:45							
AM Pk Volume			180	209	389		PM Pk Volume			162	140	275							
Pk Hr Factor			0.652	0.661	0.657		Pk Hr Factor			0.920	0.593	0.764							
7 - 9 Volume	0	0	237	312	549		4 - 6 Volume	0	0	298	187	485							
7 - 9 Peak Hour			07:15	07:15	07:15		4 - 6 Peak Hour			16:45	16:15	16:15							
7 - 9 Pk Volume	0	0	180	209	389		4 - 6 Pk Volume	0	0	162	112	265							
Pk Hr Factor	0.000	0.000	0.652	0.661	0.657		Pk Hr Factor	0.000	0.000	0.920	0.875	0.872							

VOLUME

21 - California Ave Bet. Reservation Rd & Carmel Ave (36.678723, -121.786178)

Day: Thursday

City: Marina

Date: 6/7/2018

Project #: CA18_8264_021

DAILY TOTALS					NB	SB					EB	WB	Total
					1,895	2,221					0	0	4,116
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	3	5			8		12:00	42	42			84	
00:15	1	3			4		12:15	30	54			84	
00:30	2	4			6		12:30	22	40			62	
00:45	1	7	1	13	2	20	12:45	27	121	43	179	70	300
01:00	2	4			6		13:00	29	35			64	
01:15	0	8			8		13:15	33	44			77	
01:30	0	0			0		13:30	42	39			81	
01:45	1	3	1	13	2	16	13:45	21	125	39	157	60	282
02:00	0	1			1		14:00	20	31			51	
02:15	0	0			0		14:15	31	28			59	
02:30	0	0			0		14:30	22	30			52	
02:45	2	2	2	3	4	5	14:45	32	105	41	130	73	235
03:00	1	0			1		15:00	35	36			71	
03:15	1	1			2		15:15	30	29			59	
03:30	1	1			2		15:30	55	34			89	
03:45	2	5	2	4	4	9	15:45	37	157	31	130	68	287
04:00	2	1			3		16:00	30	36			66	
04:15	1	0			1		16:15	29	29			58	
04:30	1	3			4		16:30	43	45			88	
04:45	1	5	1	5	2	10	16:45	42	144	43	153	85	297
05:00	2	2			4		17:00	48	45			93	
05:15	4	3			7		17:15	49	39			88	
05:30	4	5			9		17:30	40	34			74	
05:45	5	15	8	18	13	33	17:45	42	179	35	153	77	332
06:00	11	11			22		18:00	31	47			78	
06:15	10	21			31		18:15	33	35			68	
06:30	11	26			37		18:30	32	43			75	
06:45	13	45	30	88	43	133	18:45	30	126	36	161	66	287
07:00	27	26			53		19:00	31	31			62	
07:15	19	48			67		19:15	25	23			48	
07:30	40	51			91		19:30	18	31			49	
07:45	41	127	48	173	89	300	19:45	26	100	17	102	43	202
08:00	34	41			75		20:00	19	23			42	
08:15	32	45			77		20:15	15	32			47	
08:30	25	35			60		20:30	20	24			44	
08:45	22	113	28	149	50	262	20:45	22	76	28	107	50	183
09:00	23	29			52		21:00	23	18			41	
09:15	24	23			47		21:15	11	11			22	
09:30	21	25			46		21:30	21	16			37	
09:45	27	95	26	103	53	198	21:45	13	68	10	55	23	123
10:00	29	19			48		22:00	10	14			24	
10:15	24	36			60		22:15	8	12			20	
10:30	29	22			51		22:30	6	10			16	
10:45	25	107	25	102	50	209	22:45	8	32	14	50	22	82
11:00	28	39			67		23:00	6	7			13	
11:15	32	48			80		23:15	4	6			10	
11:30	24	36			60		23:30	2	4			6	
11:45	34	118	28	151	62	269	23:45	8	20	5	22	13	42
TOTALS	642	822			1464		TOTALS	1253	1399			2652	
SPLIT %	43.9%	56.1%			35.6%		SPLIT %	47.2%	52.8%			64.4%	

DAILY TOTALS					NB	SB					EB	WB	Total
					1,895	2,221					0	0	4,116
AM Peak Hour	07:30	07:15			07:30		PM Peak Hour	16:30	12:00			16:30	
AM Pk Volume	147	188			332		PM Pk Volume	182	179			354	
Pk Hr Factor	0.896	0.922			0.912		Pk Hr Factor	0.929	0.829			0.952	
7 - 9 Volume	240	322	0	0	562		4 - 6 Volume	323	306	0	0	629	
7 - 9 Peak Hour	07:30	07:15			07:30		4 - 6 Peak Hour	16:30	16:30			16:30	
7 - 9 Pk Volume	147	188	0	0	332		4 - 6 Pk Volume	182	172	0	0	354	
Pk Hr Factor	0.896	0.922	0.000	0.000	0.912		Pk Hr Factor	0.929	0.956	0.000	0.000	0.952	

VOLUME

22 - California Ave Bet. Carmel Ave & Reindollar Ave (36.675048, -121.788956)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_022

DAILY TOTALS					NB	SB						EB	WB	Total	
					1,813	2,367						0	0	4,180	
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00	0	2			2		12:00	32	34			66			
00:15	0	3			3		12:15	35	46			81			
00:30	1	2			3		12:30	32	37			69			
00:45	0	1	3	10	3	11	12:45	23	122	45	162	68	284		
01:00	0	0			0		13:00	24	28			52			
01:15	1	2			3		13:15	33	30			63			
01:30	0	2			2		13:30	20	42			62			
01:45	0	1	1	5	1	6	13:45	38	115	27	127	65	242		
02:00	2	2			4		14:00	33	28			61			
02:15	2	2			4		14:15	49	30			79			
02:30	0	0			0		14:30	33	59			92			
02:45	1	5	1	5	2	10	14:45	30	145	36	153	66	298		
03:00	0	1			1		15:00	43	46			89			
03:15	1	0			1		15:15	46	37			83			
03:30	1	0			1		15:30	52	39			91			
03:45	3	5	1	2	4	7	15:45	39	180	32	154	71	334		
04:00	1	0			1		16:00	60	33			93			
04:15	0	2			2		16:15	54	29			83			
04:30	2	4			6		16:30	56	50			106			
04:45	4	7	5	11	9	18	16:45	47	217	41	153	88	370		
05:00	0	4			4		17:00	68	46			114			
05:15	0	3			3		17:15	57	49			106			
05:30	4	7			11		17:30	52	42			94			
05:45	7	11	15	29	22	40	17:45	37	214	53	190	90	404		
06:00	9	12			21		18:00	29	39			68			
06:15	11	28			39		18:15	37	35			72			
06:30	11	33			44		18:30	30	35			65			
06:45	13	44	44	117	57	161	18:45	29	125	18	127	47	252		
07:00	14	62			76		19:00	6	22			28			
07:15	21	97			118		19:15	8	27			35			
07:30	47	106			153		19:30	7	34			41			
07:45	88	170	79	344	167	514	19:45	6	27	25	108	31	135		
08:00	24	70			94		20:00	5	12			17			
08:15	24	46			70		20:15	10	17			27			
08:30	13	33			46		20:30	11	10			21			
08:45	18	79	35	184	53	263	20:45	6	32	19	58	25	90		
09:00	24	30			54		21:00	4	14			18			
09:15	12	35			47		21:15	14	9			23			
09:30	21	21			42		21:30	3	11			14			
09:45	27	84	33	119	60	203	21:45	5	26	12	46	17	72		
10:00	19	30			49		22:00	6	7			13			
10:15	19	24			43		22:15	3	17			20			
10:30	17	20			37		22:30	1	2			3			
10:45	11	66	25	99	36	165	22:45	1	11	8	34	9	45		
11:00	31	19			50		23:00	1	2			3			
11:15	30	32			62		23:15	0	2			2			
11:30	32	29			61		23:30	3	2			5			
11:45	28	121	42	122	70	243	23:45	1	5	2	8	3	13		
TOTALS	594	1047			1641		TOTALS	1219	1320			2539			
SPLIT %	36.2%	63.8%			39.3%		SPLIT %	48.0%	52.0%			60.7%			

DAILY TOTALS					NB	SB					EB	WB	Total	
					1,813	2,367					0	0	4,180	
AM Peak Hour	07:30	07:15		07:15	PM Peak Hour	16:30	17:00		16:30					
AM Pk Volume	183	352		532	PM Pk Volume	228	190		414					
Pk Hr Factor	0.520	0.830		0.796	Pk Hr Factor	0.838	0.896		0.908					
7 - 9 Volume	249	528	0	0	777	4 - 6 Volume	431	343	0	0	774			
7 - 9 Peak Hour	07:30	07:15		07:15	4 - 6 Peak Hour	16:30	17:00		16:30					
7 - 9 Pk Volume	183	352	0	0	532	4 - 6 Pk Volume	228	190	0	0	414			
Pk Hr Factor	0.520	0.830	0.000	0.000	0.796	Pk Hr Factor	0.838	0.896	0.000	0.000	0.908			

VOLUME

23 - California Ave Bet. Reindollar Ave & Imjin Pkwy

Day: Tuesday
Date: 6/26/2018City: Marina
Project #: CA18_8264_023

DAILY TOTALS					NB	SB	EB					WB	Total
					2,868	3,173						0	0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	2	1			3	12:00	52	34			86		
00:15	5	1			6	12:15	46	63			109		
00:30	7	3			10	12:30	36	44			80		
00:45	2	16	3	8	5 24	12:45	39	173	49	190	88 363		
01:00	2	4			6	13:00	40	56			96		
01:15	4	1			5	13:15	52	32			84		
01:30	3	3			6	13:30	34	60			94		
01:45	2	11	1	9	3 20	13:45	37	163	45	193	82 356		
02:00	1	3			4	14:00	35	52			87		
02:15	0	3			3	14:15	38	44			82		
02:30	1	3			4	14:30	42	42			84		
02:45	3	5	1	10	4 15	14:45	50	165	29	167	79 332		
03:00	0	2			2	15:00	27	43			70		
03:15	2	3			5	15:15	56	43			99		
03:30	3	1			4	15:30	84	40			124		
03:45	2	7	4	10	6 17	15:45	69	236	40	166	109 402		
04:00	0	2			2	16:00	73	34			107		
04:15	1	3			4	16:15	69	48			117		
04:30	1	10			11	16:30	77	58			135		
04:45	1	3	11	26	12 29	16:45	96	315	41	181	137 496		
05:00	4	8			12	17:00	66	53			119		
05:15	2	14			16	17:15	85	46			131		
05:30	3	13			16	17:30	76	45			121		
05:45	2	11	20	55	22 66	17:45	79	306	48	192	127 498		
06:00	7	41			48	18:00	76	38			114		
06:15	6	32			38	18:15	56	39			95		
06:30	8	65			73	18:30	77	38			115		
06:45	7	28	71	209	78 237	18:45	47	256	56	171	103 427		
07:00	10	74			84	19:00	53	37			90		
07:15	19	102			121	19:15	53	35			88		
07:30	14	107			121	19:30	45	27			72		
07:45	26	69	99	382	125 451	19:45	34	185	34	133	68 318		
08:00	30	83			113	20:00	38	16			54		
08:15	24	75			99	20:15	40	36			76		
08:30	24	70			94	20:30	35	21			56		
08:45	22	100	60	288	82 388	20:45	42	155	13	86	55 241		
09:00	22	54			76	21:00	48	19			67		
09:15	19	56			75	21:15	30	14			44		
09:30	21	62			83	21:30	37	17			54		
09:45	24	86	46	218	70 304	21:45	24	139	18	68	42 207		
10:00	29	46			75	22:00	28	17			45		
10:15	47	36			83	22:15	32	15			47		
10:30	29	55			84	22:30	20	15			35		
10:45	34	139	42	179	76 318	22:45	11	91	6	53	17 144		
11:00	39	41			80	23:00	9	2			11		
11:15	33	40			73	23:15	19	8			27		
11:30	42	37			79	23:30	10	8			18		
11:45	37	151	41	159	78 310	23:45	20	58	2	20	22 78		
TOTALS	626	1553			2179	TOTALS	2242	1620			3862		
SPLIT %	28.7%	71.3%			36.1%	SPLIT %	58.1%	41.9%			63.9%		

DAILY TOTALS					NB	SB					EB	WB	Total	
					2,868	3,173					0	0	6,041	
AM Peak Hour	11:30	07:15		07:15	PM Peak Hour	16:30	12:15		16:30					
AM Pk Volume	177	391		480	PM Pk Volume	324	212		522					
Pk Hr Factor	0.851	0.914		0.960	Pk Hr Factor	0.844	0.841		0.953					
7 - 9 Volume	169	670	0	0	839	4 - 6 Volume	621	373	0	0	994			
7 - 9 Peak Hour	07:45	07:15		07:15	4 - 6 Peak Hour	16:30	16:15		16:30					
7 - 9 Pk Volume	104	391	0	0	480	4 - 6 Pk Volume	324	200	0	0	522			
Pk Hr Factor	0.867	0.914	0.000	0.000	0.960	Pk Hr Factor	0.844	0.862	0.000	0.000	0.953			

VOLUME

24 - California Dr Bet. Imjin Pkwy & 8th St (36.665131, -121.798043)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_024

DAILY TOTALS					NB	SB	EB					WB	Total
					315	344						0	0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	2	1			3	12:00	2	2			4		
00:15	3	2			5	12:15	7	3			10		
00:30	2	3			5	12:30	7	4			11		
00:45	2	9	0	6	2	12:45	2	18	5	14	7	32	
01:00	0	4			4	13:00	2	4			6		
01:15	3	0			3	13:15	4	3			7		
01:30	1	1			2	13:30	3	3			6		
01:45	3	7	4	9	7	13:45	2	11	5	15	7	26	
02:00	2	2			4	14:00	5	2			7		
02:15	3	1			4	14:15	6	2			8		
02:30	2	2			4	14:30	1	4			5		
02:45	3	10	3	8	6	14:45	2	14	1	9	3	23	
03:00	0	2			2	15:00	2	3			5		
03:15	1	1			2	15:15	3	7			10		
03:30	1	2			3	15:30	8	8			16		
03:45	3	5	2	7	5	15:45	5	18	8	26	13	44	
04:00	3	2			5	16:00	16	4			20		
04:15	0	3			3	16:15	6	2			8		
04:30	2	3			5	16:30	7	3			10		
04:45	0	5	3	11	3	16:45	2	31	1	10	3	41	
05:00	3	0			3	17:00	8	9			17		
05:15	0	0			0	17:15	2	5			7		
05:30	0	3			3	17:30	9	2			11		
05:45	3	6	6	9	9	17:45	4	23	2	18	6	41	
06:00	4	3			7	18:00	2	5			7		
06:15	2	6			8	18:15	2	2			4		
06:30	3	6			9	18:30	6	3			9		
06:45	3	12	5	20	8	18:45	3	13	2	12	5	25	
07:00	15	7			22	19:00	4	4			8		
07:15	5	15			20	19:15	8	4			12		
07:30	7	21			28	19:30	5	3			8		
07:45	5	32	21	64	26	19:45	1	18	2	13	3	31	
08:00	2	10			12	20:00	5	3			8		
08:15	3	2			5	20:15	3	2			5		
08:30	1	3			4	20:30	4	5			9		
08:45	3	9	6	21	9	20:45	3	15	3	13	6	28	
09:00	2	3			5	21:00	3	1			4		
09:15	1	2			3	21:15	3	5			8		
09:30	5	5			10	21:30	2	3			5		
09:45	1	9	2	12	3	21:45	5	13	4	13	9	26	
10:00	3	1			4	22:00	3	2			5		
10:15	5	4			9	22:15	0	1			1		
10:30	3	1			4	22:30	3	2			5		
10:45	1	12	5	11	6	22:45	3	9	2	7	5	16	
11:00	2	1			3	23:00	2	1			3		
11:15	1	3			4	23:15	1	2			3		
11:30	2	5			7	23:30	3	1			4		
11:45	4	9	1	10	5	23:45	1	7	2	6	3	13	
TOTALS	125	188			313	TOTALS	190	156			346		
SPLIT %	39.9%	60.1%			47.5%	SPLIT %	54.9%	45.1%			52.5%		

DAILY TOTALS					NB	SB						EB	WB	Total		
					315	344						0	0	659		
AM Peak Hour	07:00	07:15	07:00			PM Peak Hour			15:30	15:15	15:15					
AM Pk Volume	32	67	96			PM Pk Volume			35	27	59					
Pk Hr Factor	0.533	0.798	0.857			Pk Hr Factor			0.547	0.844	0.738					
7 - 9 Volume	41	85	0	0	126	4 - 6 Volume			54	28	0	0	82			
7 - 9 Peak Hour	07:00	07:15	07:00			4 - 6 Peak Hour			16:00	16:30	16:00					
7 - 9 Pk Volume	32	67	0	0	96	4 - 6 Pk Volume			31	18	0	0	41			
Pk Hr Factor	0.533	0.798	0.000	0.000	0.857	Pk Hr Factor			0.484	0.500	0.000	0.000	0.513			

VOLUME

25 - Reindollar Ave Bet. Del Monte Blvd & California Ave (36.675646, -121.792872)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_025

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						1,124	1,222						2,346
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							
00:00			2	1	3		12:00			10	15	25							
00:15			3	1	4		12:15			13	11	24							
00:30			2	4	6		12:30			10	14	24							
00:45			0	7	1	7	12:45			14	47	24	64	38	111				
01:00			0	1	1		13:00			13	15	28							
01:15			3	1	4		13:15			9	12	21							
01:30			0	2	2		13:30			8	21	29							
01:45			1	4	1	5	13:45			16	46	11	59	27	105				
02:00			1	1	2		14:00			12	19	31							
02:15			2	0	2		14:15			18	18	36							
02:30			2	1	3		14:30			21	21	42							
02:45			3	8	1	3	14:45			23	74	21	79	44	153				
03:00			1	2	3		15:00			22	21	43							
03:15			1	2	3		15:15			17	17	34							
03:30			0	3	3		15:30			21	18	39							
03:45			2	4	2	9	15:45			29	89	28	84	57	173				
04:00			1	2	3		16:00			19	18	37							
04:15			3	7	10		16:15			27	18	45							
04:30			1	8	9		16:30			25	15	40							
04:45			2	7	8	25	16:45			23	94	16	67	39	161				
05:00			5	10	15		17:00			16	17	33							
05:15			2	6	8		17:15			36	21	57							
05:30			4	12	16		17:30			23	21	44							
05:45			5	16	16	44	17:45			22	97	21	80	43	177				
06:00			4	8	12		18:00			17	20	37							
06:15			3	15	18		18:15			17	13	30							
06:30			3	20	23		18:30			14	15	29							
06:45			5	15	22	65	18:45			7	55	12	60	19	115				
07:00			10	26	36		19:00			23	10	33							
07:15			25	24	49		19:15			14	17	31							
07:30			38	30	68		19:30			22	26	48							
07:45			45	118	39	119	19:45			24	83	23	76	47	159				
08:00			19	37	56		20:00			17	15	32							
08:15			21	26	47		20:15			12	15	27							
08:30			13	22	35		20:30			24	10	34							
08:45			16	69	16	101	20:45			16	69	15	55	31	124				
09:00			10	13	23		21:00			14	11	25							
09:15			9	11	20		21:15			17	11	28							
09:30			9	13	22		21:30			14	11	25							
09:45			8	36	16	53	21:45			13	58	5	38	18	96				
10:00			8	15	23		22:00			10	8	18							
10:15			10	12	22		22:15			5	12	17							
10:30			11	10	21		22:30			4	2	6							
10:45			9	38	15	52	22:45			5	24	7	29	12	53				
11:00			14	10	24		23:00			9	1	10							
11:15			10	9	19		23:15			3	2	5							
11:30			11	7	18		23:30			5	3	8							
11:45			9	44	13	39	23:45			5	22	3	9	8	31				
TOTALS			366	522	888		TOTALS			758	700	1458							
SPLIT %			41.2%	58.8%	37.9%		SPLIT %			52.0%	48.0%	62.1%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						1,124	1,222						2,346
AM Peak Hour			07:15	07:30	07:15		PM Peak Hour			15:45	15:00	17:15							
AM Pk Volume			127	132	257		PM Pk Volume			100	84	181							
Pk Hr Factor			0.706	0.846	0.765		Pk Hr Factor			0.862	0.750	0.794							
7 - 9 Volume	0	0	187	220	407		4 - 6 Volume	0	0	191	147	338							
7 - 9 Peak Hour			07:15	07:30	07:15		4 - 6 Peak Hour			16:30	17:00	17:00							
7 - 9 Pk Volume	0	0	127	132	257		4 - 6 Pk Volume	0	0	100	80	177							
Pk Hr Factor	0.000	0.000	0.706	0.846	0.765		Pk Hr Factor	0.000	0.000	0.694	0.952	0.776							

VOLUME

26 - Reindollar Ave Bet. California Ave & Carmel Ave (36.673436, -121.787956)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_026

DAILY TOTALS					NB	SB	EB					WB	Total		
					0	0	1,186				1,365	2,551			
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00			0	0	0		12:00			19	14	33			
00:15			3	0	3		12:15			13	18	31			
00:30			2	0	2		12:30			24	18	42			
00:45			0	5	0	5	12:45			19	75	30	80		
01:00			0	1	1		13:00			21	17	38			
01:15			2	0	2		13:15			20	16	36			
01:30			0	0	0		13:30			19	15	34			
01:45			2	4	1	2	13:45			14	74	12	60		
02:00			0	1	1		14:00			19	22	41			
02:15			1	0	1		14:15			15	20	35			
02:30			0	2	2		14:30			18	27	45			
02:45			2	3	0	3	14:45			20	72	20	89		
03:00			1	2	3		15:00			29	19	48			
03:15			2	1	3		15:15			31	18	49			
03:30			0	2	2		15:30			21	23	44			
03:45			0	3	2	7	15:45			22	103	18	78		
04:00			1	3	4		16:00			32	25	57			
04:15			0	3	3		16:15			34	22	56			
04:30			0	2	2		16:30			44	19	63			
04:45			1	2	4	12	16:45			34	144	13	79		
05:00			0	6	6		17:00			33	10	43			
05:15			0	5	5		17:15			55	26	81			
05:30			1	4	5		17:30			27	20	47			
05:45			2	3	13	28	17:45			32	147	24	80		
06:00			2	9	11		18:00			32	14	46			
06:15			6	13	19		18:15			22	10	32			
06:30			2	20	22		18:30			31	18	49			
06:45			3	13	37	79	18:45			14	99	15	57		
07:00			4	54	58		19:00			13	13	26			
07:15			16	56	72		19:15			15	10	25			
07:30			18	72	90		19:30			20	15	35			
07:45			17	55	55	237	19:45			26	74	14	52		
08:00			14	37	51		20:00			8	11	19			
08:15			14	30	44		20:15			8	13	21			
08:30			21	39	60		20:30			12	5	17			
08:45			10	59	29	135	20:45			8	36	10	39		
09:00			10	20	30		21:00			10	3	13			
09:15			15	22	37		21:15			6	6	12			
09:30			11	18	29		21:30			8	4	12			
09:45			14	50	20	80	21:45			10	34	3	16		
10:00			12	19	31		22:00			6	8	14			
10:15			9	16	25		22:15			8	2	10			
10:30			8	12	20		22:30			3	1	4			
10:45			15	44	17	64	22:45			7	24	5	16		
11:00			10	17	27		23:00			7	2	9			
11:15			11	17	28		23:15			3	1	4			
11:30			15	24	39		23:30			1	1	2			
11:45			13	49	10	68	23:45			3	14	0	4		
TOTALS	290					715	1005	TOTALS	896					650	1546
SPLIT %	28.9%					71.1%	39.4%	SPLIT %	58.0%					42.0%	60.6%

DAILY TOTALS					NB	SB	EB					WB	Total				
					0	0	1,186					1,365	2,551				
AM Peak Hour			11:45	07:00	07:00		PM Peak Hour			16:30	14:00	16:30					
AM Pk Volume			69	237	292		PM Pk Volume			166	89	234					
Pk Hr Factor			0.719	0.823	0.811		Pk Hr Factor			0.755	0.824	0.722					
7 - 9 Volume	0	0	114	372	486		4 - 6 Volume	0	0	291	159	450					
7 - 9 Peak Hour			07:45	07:00	07:00		4 - 6 Peak Hour			16:30	17:00	16:30					
7 - 9 Pk Volume	0	0	66	237	292		4 - 6 Pk Volume	0	0	166	80	234					
Pk Hr Factor	0.000	0.000	0.786	0.823	0.811		Pk Hr Factor	0.000	0.000	0.755	0.769	0.722					

VOLUME

27 - Carmel Ave Bet. Del Monte Blvd & California Ave (36.681004, -121.794919)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_027

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						2,351	2,423						4,774
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			6	2	8		12:00			39	28	67							
00:15			1	4	5		12:15	0		29	25	54							
00:30			2	0	2		12:30			28	42	70							
00:45			4	13	17		12:45			39	135	174							
01:00			2	3	5		13:00			34	32	66							
01:15			3	1	4		13:15			26	29	55							
01:30			0	2	2		13:30			31	30	61							
01:45			1	6	7		13:45			33	124	157							
02:00			2	0	2		14:00			39	26	65							
02:15			1	3	4		14:15			50	26	76							
02:30			0	2	2		14:30			37	84	121							
02:45			1	4	5		14:45			40	166	206							
03:00			0	2	2		15:00			37	35	72							
03:15			2	2	4		15:15			40	37	77							
03:30			2	0	2		15:30			41	39	80							
03:45			0	4	4		15:45			79	197	276							
04:00			0	1	1		16:00			49	39	88							
04:15			2	1	3		16:15			50	46	96							
04:30			2	6	8		16:30			53	50	103							
04:45			2	6	8		16:45			46	198	244							
05:00			4	7	11		17:00			57	49	106							
05:15			3	10	13		17:15			51	44	95							
05:30			3	10	13		17:30			63	48	111							
05:45			6	16	22		17:45			47	218	265							
06:00			9	14	23		18:00			50	37	87							
06:15			11	15	26		18:15			49	40	89							
06:30			12	21	33		18:30			44	33	77							
06:45			16	48	64		18:45			35	178	213							
07:00			26	39	65		19:00			34	30	64							
07:15			33	60	93		19:15			36	31	67							
07:30			46	59	105		19:30			29	30	59							
07:45			74	179	253		19:45			34	133	167							
08:00			30	84	114		20:00			33	26	59							
08:15			26	56	82		20:15			31	23	54							
08:30			30	45	75		20:30			25	17	42							
08:45			21	107	128		20:45			29	118	147							
09:00			25	32	57		21:00			22	9	31							
09:15			20	31	51		21:15			27	17	44							
09:30			16	35	51		21:30			26	18	44							
09:45			24	85	109		21:45			22	97	119							
10:00			24	34	58		22:00			16	16	32							
10:15			25	31	56		22:15			22	8	30							
10:30			23	28	51		22:30			14	11	25							
10:45			19	91	110		22:45			13	65	78							
11:00			29	35	64		23:00			16	4	20							
11:15			27	33	60		23:15			16	10	26							
11:30			25	27	52		23:30			16	4	20							
11:45			23	104	127		23:45			11	59	70							
TOTALS			663	988	1651		TOTALS			1688	1435	3123							
SPLIT %			40.2%	59.8%	34.6%		SPLIT %			54.1%	45.9%	65.4%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						2,351	2,423						4,774
AM Peak Hour			07:15	07:15	07:15		PM Peak Hour			15:45	15:45	15:45							
AM Pk Volume			183	265	448		PM Pk Volume			231	203	434							
Pk Hr Factor			0.618	0.789	0.824		Pk Hr Factor			0.731	0.746	0.738							
7 - 9 Volume	0	0	286	436	722		4 - 6 Volume	0	0	416	368	784							
7 - 9 Peak Hour			07:15	07:15	07:15		4 - 6 Peak Hour			17:00	17:00	17:00							
7 - 9 Pk Volume	0	0	183	265	448		4 - 6 Pk Volume	0	0	218	190	408							
Pk Hr Factor	0.000	0.000	0.618	0.789	0.824		Pk Hr Factor	0.000	0.000	0.865	0.969	0.919							

VOLUME

28 - Carmel Ave Bet. California Ave & Salinas Ave (36.674994, -121.783227)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_028

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						452	418						870
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			0	0	0		12:00			8	6	14							
00:15			0	0	0		12:15			4	7	11							
00:30			0	0	0		12:30			4	9	13							
00:45			0	1	1	1	12:45			16	32	5	27	21	59				
01:00			0	0	0		13:00			4	3	7							
01:15			0	0	0		13:15			4	4	8							
01:30			0	0	0		13:30			3	5	8							
01:45			1	1	0	1	13:45			6	17	4	16	10	33				
02:00			0	0	0		14:00			5	12	17							
02:15			0	0	0		14:15			15	12	27							
02:30			0	0	0		14:30			35	11	46							
02:45			0	0	0		14:45			6	61	4	39	10	100				
03:00			0	0	0		15:00			5	2	7							
03:15			0	0	0		15:15			6	9	15							
03:30			0	0	0		15:30			8	5	13							
03:45			1	1	0	1	15:45			17	36	12	28	29	64				
04:00			0	1	1	1	16:00			7	8	15							
04:15			0	0	0		16:15			8	9	17							
04:30			0	0	0		16:30			6	6	12							
04:45			0	0	1	0	16:45			6	27	11	34	17	61				
05:00			0	0	0		17:00			15	11	26							
05:15			0	1	1	1	17:15			18	10	28							
05:30			1	0	1	1	17:30			9	7	16							
05:45			0	1	1	2	17:45			13	55	8	36	21	91				
06:00			1	1	2	2	18:00			14	7	21							
06:15			0	4	4	4	18:15			5	7	12							
06:30			0	1	1	1	18:30			3	6	9							
06:45			1	2	3	9	18:45			6	28	5	25	11	53				
07:00			3	3	6	6	19:00			7	3	10							
07:15			8	14	22	22	19:15			5	9	14							
07:30			21	11	32	32	19:30			9	5	14							
07:45			33	65	27	55	19:45			3	24	13	30	16	54				
08:00			22	8	30	30	20:00			3	5	8							
08:15			3	7	10	10	20:15			1	4	5							
08:30			7	4	11	11	20:30			6	3	9							
08:45			2	34	0	19	20:45			4	14	2	14	6	28				
09:00			1	5	6	6	21:00			4	5	9							
09:15			1	2	3	3	21:15			2	4	6							
09:30			2	8	10	10	21:30			2	2	4							
09:45			7	11	5	20	21:45			4	12	4	15	8	27				
10:00			4	3	7	7	22:00			4	2	6							
10:15			2	6	8	8	22:15			0	3	3							
10:30			1	5	6	6	22:30			0	0	0							
10:45			2	9	2	16	22:45			2	6	1	6	3	12				
11:00			4	6	10	10	23:00			0	1	1							
11:15			3	5	8	8	23:15			4	1	5							
11:30			2	2	4	4	23:30			1	1	2							
11:45			1	10	9	22	23:45			1	6	0	3	1	9				
TOTALS			134	145	279	279	TOTALS			318	273	591							
SPLIT %			48.0%	52.0%	32.1%	32.1%	SPLIT %			53.8%	46.2%	67.9%							

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						452	418						870
AM Peak Hour			07:15	07:15	07:15		PM Peak Hour			13:45	13:45	13:45							
AM Pk Volume			84	60	144	144	PM Pk Volume			61	39	100							
Pk Hr Factor			0.636	0.556	0.600	0.600	Pk Hr Factor			0.436	0.813	0.543							
7 - 9 Volume	0	0	99	74	173	173	4 - 6 Volume	0	0	82	70	152							
7 - 9 Peak Hour			07:15	07:15	07:15	07:15	4 - 6 Peak Hour			17:00	16:45	17:00							
7 - 9 Pk Volume	0	0	84	60	144	144	4 - 6 Pk Volume	0	0	55	39	91							
Pk Hr Factor	0.000	0.000	0.636	0.556	0.600	0.600	Pk Hr Factor	0.000	0.000	0.764	0.886	0.813							

VOLUME

29 - Salinas Ave Bet. Carmel Ave & Reservation Rd (36.675705, -121.779582)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_029

DAILY TOTALS					NB	SB						EB	WB	Total	
					160	143						0	0	303	
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00	1	0			1		12:00	2	2			4			
00:15	0	0			0		12:15	0	2			2			
00:30	0	0			0		12:30	1	1			2			
00:45	0	1	0		0	1	12:45	2	5	3	8	5	13		
01:00	0	0			0		13:00	2	2			4			
01:15	0	0			0		13:15	2	1			3			
01:30	0	0			0		13:30	4	3			7			
01:45	0	0			0		13:45	2	10	2	8	4	18		
02:00	0	0			0		14:00	5	1			6			
02:15	0	0			0		14:15	3	2			5			
02:30	0	0			0		14:30	6	1			7			
02:45	1	1	0		1	1	14:45	1	15	2	6	3	21		
03:00	0	0			0		15:00	1	1			2			
03:15	0	0			0		15:15	3	3			6			
03:30	0	0			0		15:30	4	4			8			
03:45	1	1	0		1	1	15:45	5	13	2	10	7	23		
04:00	2	1			3		16:00	8	3			11			
04:15	0	0			0		16:15	3	1			4			
04:30	0	0			0		16:30	2	2			4			
04:45	0	2	0	1	0	3	16:45	3	16	1	7	4	23		
05:00	0	0			0		17:00	9	4			13			
05:15	0	0			0		17:15	4	5			9			
05:30	0	0			0		17:30	3	4			7			
05:45	0	0			0		17:45	5	21	6	19	11	40		
06:00	0	0			0		18:00	6	3			9			
06:15	0	1			1		18:15	0	0			0			
06:30	0	1			1		18:30	1	2			3			
06:45	0	2	4		2	4	18:45	0	7	3	8	3	15		
07:00	1	4			5		19:00	0	2			2			
07:15	5	7			12		19:15	5	5			10			
07:30	4	5			9		19:30	1	5			6			
07:45	10	20	4	20	14	40	19:45	2	8	2	14	4	22		
08:00	4	0			4		20:00	0	0			0			
08:15	1	3			4		20:15	1	1			2			
08:30	5	3			8		20:30	2	1			3			
08:45	0	10	0	6	0	16	20:45	0	3	3	5	3	8		
09:00	1	2			3		21:00	0	1			1			
09:15	4	2			6		21:15	2	2			4			
09:30	1	1			2		21:30	1	0			1			
09:45	1	7	1	6	2	13	21:45	1	4	2	5	3	9		
10:00	0	3			3		22:00	3	0			3			
10:15	0	1			1		22:15	0	0			0			
10:30	1	2			3		22:30	0	1			1			
10:45	2	3	3	9	5	12	22:45	1	4	0	1	1	5		
11:00	2	3			5		23:00	0	0			0			
11:15	3	2			5		23:15	1	1			2			
11:30	0	0			0		23:30	1	0			1			
11:45	1	6	0	5	1	11	23:45	1	3	0	1	1	4		
TOTALS	51	51			102		TOTALS	109	92			201			
SPLIT %	50.0%	50.0%			33.7%		SPLIT %	54.2%	45.8%			66.3%			

DAILY TOTALS			NB	SB						EB	WB	Total	
			160	143						0	0		
AM Peak Hour	07:15	07:00			07:00	PM Peak Hour	17:00	17:00					
AM Pk Volume	23	20			40	PM Pk Volume	21	19				40	
Pk Hr Factor	0.575	0.714			0.714	Pk Hr Factor	0.583	0.792				0.769	
7 - 9 Volume	30	26	0	0	56	4 - 6 Volume	37	26	0	0		63	
7 - 9 Peak Hour	07:15	07:00			07:00	4 - 6 Peak Hour	17:00	17:00				17:00	
7 - 9 Pk Volume	23	20	0	0	40	4 - 6 Pk Volume	21	19	0	0		40	
Pk Hr Factor	0.575	0.714	0.000	0.000	0.714	Pk Hr Factor	0.583	0.792	0.000	0.000		0.769	

VOLUME

30 - Paul Davis Dr Bet. Healy Ave & Marina Greens Dr (36.699491, -121.794309)

Day: Thursday

City: Marina

Date: 5/17/2018

Project #: CA18_8264_030

DAILY TOTALS					NB	SB	EB					WB	Total
					317	395	0					0	712
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	3	4			7	
00:15	0	0			0		12:15	3	6			9	
00:30	0	0			0		12:30	7	8			15	
00:45	1	1	0		1	1	12:45	3	16	3	21	6	37
01:00	1	0			1		13:00	7	8			15	
01:15	1	1			2		13:15	7	11			18	
01:30	0	0			0		13:30	6	8			14	
01:45	0	2	0	1	0	3	13:45	3	23	8	35	11	58
02:00	0	1			1		14:00	4	6			10	
02:15	0	0			0		14:15	2	2			4	
02:30	1	1			2		14:30	5	6			11	
02:45	1	2	2	4	3	6	14:45	5	16	5	19	10	35
03:00	2	0			2		15:00	2	5			7	
03:15	0	0			0		15:15	4	7			11	
03:30	0	0			0		15:30	10	4			14	
03:45	2	4	0		2	4	15:45	9	25	5	21	14	46
04:00	0	1			1		16:00	9	7			16	
04:15	1	0			1		16:15	7	11			18	
04:30	2	1			3		16:30	8	7			15	
04:45	0	3	0	2	0	5	16:45	9	33	9	34	18	67
05:00	1	1			2		17:00	9	9			18	
05:15	3	3			6		17:15	4	5			9	
05:30	1	1			2		17:30	4	7			11	
05:45	3	8	2	7	5	15	17:45	11	28	8	29	19	57
06:00	5	4			9		18:00	1	4			5	
06:15	3	9			12		18:15	6	4			10	
06:30	3	12			15		18:30	3	12			15	
06:45	8	19	24	49	32	68	18:45	2	12	12	32	14	44
07:00	6	5			11		19:00	5	6			11	
07:15	2	5			7		19:15	4	4			8	
07:30	8	5			13		19:30	2	5			7	
07:45	6	22	5	20	11	42	19:45	3	14	3	18	6	32
08:00	2	5			7		20:00	1	3			4	
08:15	2	5			7		20:15	1	2			3	
08:30	6	6			12		20:30	3	0			3	
08:45	4	14	5	21	9	35	20:45	6	11	6	11	12	22
09:00	2	3			5		21:00	4	2			6	
09:15	3	4			7		21:15	2	1			3	
09:30	2	5			7		21:30	1	3			4	
09:45	6	13	4	16	10	29	21:45	1	8	1	7	2	15
10:00	5	8			13		22:00	3	0			3	
10:15	5	4			9		22:15	0	1			1	
10:30	4	3			7		22:30	0	1			1	
10:45	1	15	3	18	4	33	22:45	0	3	1	3	1	6
11:00	6	7			13		23:00	1	0			1	
11:15	6	4			10		23:15	0	1			1	
11:30	5	5			10		23:30	1	0			1	
11:45	6	23	10	26	16	49	23:45	0	2	0	1	0	3
TOTALS	126	164			290		TOTALS	191	231			422	
SPLIT %	43.4%	56.6%			40.7%		SPLIT %	45.3%	54.7%			59.3%	

DAILY TOTALS				NB	SB	EB				WB	Total	
				317	395					0		
AM Peak Hour	06:45	06:15			06:15		PM Peak Hour	15:30	16:15			16:15
AM Pk Volume	24	50			70		PM Pk Volume	35	36			69
Pk Hr Factor	0.750	0.521			0.547		Pk Hr Factor	0.875	0.818			0.958
7 - 9 Volume	36	41	0	0	77		4 - 6 Volume	61	63	0	0	124
7 - 9 Peak Hour	07:00	07:45			07:00		4 - 6 Peak Hour	16:00	16:15			16:15
7 - 9 Pk Volume	22	21	0	0	42		4 - 6 Pk Volume	33	36	0	0	69
Pk Hr Factor	0.688	0.875	0.000	0.000	0.808		Pk Hr Factor	0.917	0.818	0.000	0.000	0.958

VOLUME

31 - Patton Pkwy Bet. Marina High School & California Ave (36.673387, -121.795202)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_031

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						279	379						658
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL							TOTAL
00:00			0	0	0		12:00			2	1	3							3
00:15			0	0	0		12:15			2	1	3							3
00:30			0	0	0		12:30			3	2	5							5
00:45			0	0	0		12:45			5	12	1	5	6	17				
01:00			0	0	0		13:00			5	4	9							9
01:15			0	1	1		13:15			3	2	5							5
01:30			0	0	0		13:30			6	1	7							7
01:45			0	0	0	1	13:45			5	19	1	8	6	27				
02:00			0	1	1		14:00			1	2	3							3
02:15			0	0	0		14:15			1	2	3							3
02:30			0	1	1		14:30			6	6	12							12
02:45			0	0	0	2	14:45			1	9	11	21	12	30				
03:00			0	0	0		15:00			36	14	50							50
03:15			0	0	0		15:15			7	5	12							12
03:30			0	0	0		15:30			3	1	4							4
03:45			0	2	2	2	15:45			3	49	7	27	10	76				
04:00			0	1	1		16:00			11	7	18							18
04:15			0	0	0		16:15			1	4	5							5
04:30			0	0	0		16:30			5	1	6							6
04:45			1	1	1	2	16:45			1	18	3	15	4	33				
05:00			0	0	0		17:00			6	5	11							11
05:15			0	2	2		17:15			3	3	6							6
05:30			0	4	4		17:30			2	2	4							4
05:45			0	14	14	20	17:45			0	11	3	13	3	24				
06:00			1	0	1		18:00			3	2	5							5
06:15			1	0	1		18:15			7	6	13							13
06:30			2	5	7		18:30			1	5	6							6
06:45			1	5	6	15	18:45			1	12	6	19	7	31				
07:00			2	4	6		19:00			0	18	18							18
07:15			11	16	27		19:15			5	17	22							22
07:30			16	56	72		19:30			2	12	14							14
07:45			45	74	64	169	19:45			3	10	6	53	9	63				
08:00			4	4	8		20:00			0	4	4							4
08:15			3	6	9		20:15			1	3	4							4
08:30			2	1	3		20:30			5	6	11							11
08:45			3	12	3	23	20:45			0	6	7	20	7	26				
09:00			2	1	3		21:00			1	3	4							4
09:15			2	2	4		21:15			1	5	6							6
09:30			2	3	5		21:30			0	1	1							1
09:45			3	9	7	19	21:45			1	3	3	12	4	15				
10:00			4	3	7		22:00			2	2	4							4
10:15			3	3	6		22:15			0	4	4							4
10:30			4	2	6		22:30			0	0	0							0
10:45			4	15	8	27	22:45			2	4	2	8	4	12				
11:00			2	1	3		23:00			0	0	0							0
11:15			5	4	9		23:15			1	1	2							2
11:30			1	4	5		23:30			0	0	0							0
11:45			1	9	4	21	23:45			0	1	0	1	0	2				
TOTALS			125	177	302		TOTALS			154	202	356							356
SPLIT %			41.4%	58.6%	45.9%		SPLIT %			43.3%	56.7%	54.1%							54.1%

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						279	379						658
AM Peak Hour			07:15	07:00	07:15		PM Peak Hour			14:30	18:45	14:30							
AM Pk Volume			76	95	171		PM Pk Volume			50	53	86							
Pk Hr Factor			0.422	0.424	0.594		Pk Hr Factor			0.347	0.736	0.430							
7 - 9 Volume	0	0	86	106	192		4 - 6 Volume	0	0	29	28	57							
7 - 9 Peak Hour			07:15	07:00	07:15		4 - 6 Peak Hour			16:00	16:00	16:00							
7 - 9 Pk Volume	0	0	76	95	171		4 - 6 Pk Volume	0	0	18	15	33							
Pk Hr Factor	0.000	0.000	0.422	0.424	0.594		Pk Hr Factor	0.000	0.000	0.409	0.536	0.458							

VOLUME

32 - Crescent St Bet. Patton Pkwy & Reindollar Ave (36.675808, -121.798162)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_032

DAILY TOTALS					NB	SB	EB					WB	Total	
					648	518	0					0	1,166	
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL		
00:00	0	0			0		12:00	5	6			11		
00:15	0	0			0		12:15	7	6			13		
00:30	0	0			0		12:30	3	7			10		
00:45	1	1	0		1	1	12:45	7	22	7	26	14	48	
01:00	0	0			0		13:00	15	11			26		
01:15	1	0			1		13:15	10	6			16		
01:30	0	0			0		13:30	4	6			10		
01:45	0	1	0		0	1	13:45	6	35	4	27	10	62	
02:00	0	0			0		14:00	6	3			9		
02:15	0	0			0		14:15	6	4			10		
02:30	2	0			2		14:30	4	14			18		
02:45	0	2	0		0	2	14:45	7	23	24	45	31	68	
03:00	0	0			0		15:00	63	25			88		
03:15	0	0			0		15:15	13	9			22		
03:30	0	0			0		15:30	14	9			23		
03:45	2	2	0		2	2	15:45	7	97	5	48	12	145	
04:00	1	0			1		16:00	13	14			27		
04:15	0	1			1		16:15	10	9			19		
04:30	0	1			1		16:30	5	6			11		
04:45	1	2	0	2	1	4	16:45	6	34	6	35	12	69	
05:00	0	0			0		17:00	12	10			22		
05:15	2	0			2		17:15	8	4			12		
05:30	3	0			3		17:30	5	4			9		
05:45	12	17	1	1	13	18	17:45	4	29	5	23	9	52	
06:00	1	1			2		18:00	6	9			15		
06:15	0	0			0		18:15	11	18			29		
06:30	4	3			7		18:30	13	4			17		
06:45	5	10	3	7	8	17	18:45	2	32	6	37	8	69	
07:00	3	6			9		19:00	18	3			21		
07:15	18	47			65		19:15	18	3			21		
07:30	69	64			133		19:30	13	5			18		
07:45	55	145	30	147	85	292	19:45	8	57	4	15	12	72	
08:00	5	13			18		20:00	7	2			9		
08:15	4	6			10		20:15	4	2			6		
08:30	3	7			10		20:30	20	4			24		
08:45	3	15	6	32	9	47	20:45	13	44	2	10	15	54	
09:00	3	7			10		21:00	7	0			7		
09:15	2	1			3		21:15	6	2			8		
09:30	3	6			9		21:30	2	0			2		
09:45	3	11	6	20	9	31	21:45	4	19	3	5	7	24	
10:00	4	2			6		22:00	2	1			3		
10:15	6	6			12		22:15	4	0			4		
10:30	5	2			7		22:30	0	0			0		
10:45	3	18	5	15	8	33	22:45	2	8	4	5	6	13	
11:00	3	4			7		23:00	1	0			1		
11:15	5	3			8		23:15	1	1			2		
11:30	5	4			9		23:30	1	0			1		
11:45	8	21	6	17	14	38	23:45	0	3	0	1	0	4	
TOTALS	245	241			486		TOTALS	403	277			680		
SPLIT %	50.4%	49.6%			41.7%		SPLIT %	59.3%	40.7%			58.3%		

DAILY TOTALS				NB	SB	EBWB				Total	
				648	518					0	0
AM Peak Hour	07:15	07:15			07:15	PM Peak Hour	14:45	14:30			14:45
AM Pk Volume	147	154			301	PM Pk Volume	97	72			164
Pk Hr Factor	0.533	0.602			0.566	Pk Hr Factor	0.385	0.720			0.466
7 - 9 Volume	160	179	0	0	339	4 - 6 Volume	63	58	0	0	121
7 - 9 Peak Hour	07:15	07:15			07:15	4 - 6 Peak Hour	16:00	16:00			16:00
7 - 9 Pk Volume	147	154	0	0	301	4 - 6 Pk Volume	34	35	0	0	69
Pk Hr Factor	0.533	0.602	0.000	0.000	0.566	Pk Hr Factor	0.654	0.625	0.000	0.000	0.639

VOLUME

33 - Vaughan Ave Bet. Reindollar Ave & Carmel Ave (36.678773, -121.793837)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_033

DAILY TOTALS					NB	SB	EB					WB	Total
					546	487						0	0
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	0	0			0	12:00	2	2			4		
00:15	0	0			0	12:15	2	6			8		
00:30	2	1			3	12:30	5	3			8		
00:45	0	2	0	1	0 3	12:45	7	16	5	16	12 32		
01:00	0	0			0	13:00	3	3			6		
01:15	1	0			1	13:15	5	8			13		
01:30	1	0			1	13:30	2	2			4		
01:45	0	2	0		0 2	13:45	6	16	7	20	13 36		
02:00	0	0			0	14:00	13	7			20		
02:15	0	0			0	14:15	20	5			25		
02:30	0	1			1	14:30	11	18			29		
02:45	0	0	1		0 1	14:45	9	53	16	46	25 99		
03:00	0	0			0	15:00	14	8			22		
03:15	0	0			0	15:15	5	11			16		
03:30	0	0			0	15:30	10	6			16		
03:45	0	0			0	15:45	21	50	7	32	28 82		
04:00	0	1			1	16:00	9	10			19		
04:15	1	1			2	16:15	5	13			18		
04:30	0	0			0	16:30	6	8			14		
04:45	0	1	1	3	1 4	16:45	16	36	11	42	27 78		
05:00	0	2			2	17:00	8	9			17		
05:15	2	0			2	17:15	10	8			18		
05:30	1	0			1	17:30	14	9			23		
05:45	1	4	1	3	2 7	17:45	11	43	13	39	24 82		
06:00	4	0			4	18:00	12	10			22		
06:15	1	3			4	18:15	10	11			21		
06:30	2	2			4	18:30	9	6			15		
06:45	1	8	8	13	9 21	18:45	3	34	6	33	9 67		
07:00	7	12			19	19:00	8	6			14		
07:15	9	15			24	19:15	6	3			9		
07:30	29	28			57	19:30	7	4			11		
07:45	54	99	18	73	72 172	19:45	7	28	7	20	14 48		
08:00	8	21			29	20:00	7	2			9		
08:15	9	4			13	20:15	6	5			11		
08:30	9	7			16	20:30	4	3			7		
08:45	11	37	10	42	21 79	20:45	9	26	4	14	13 40		
09:00	4	4			8	21:00	1	1			2		
09:15	3	3			6	21:15	1	5			6		
09:30	5	8			13	21:30	2	1			3		
09:45	10	22	6	21	16 43	21:45	3	7	2	9	5 16		
10:00	4	2			6	22:00	2	2			4		
10:15	7	6			13	22:15	1	3			4		
10:30	6	8			14	22:30	1	0			1		
10:45	10	27	9	25	19 52	22:45	3	7	0	5	3 12		
11:00	7	8			15	23:00	1	2			3		
11:15	6	5			11	23:15	0	0			0		
11:30	5	6			11	23:30	0	2			2		
11:45	7	25	6	25	13 50	23:45	2	3	0	4	2 7		
TOTALS	227	207			434	TOTALS	319	280			599		
SPLIT %	52.3%	47.7%			42.0%	SPLIT %	53.3%	46.7%			58.0%		

DAILY TOTALS				NB	SB	EB				WB	Total			
				546	487					0				
AM Peak Hour	07:15	07:15			07:15	PM Peak Hour	14:15	14:30				14:15		
AM Pk Volume	100	82			182	PM Pk Volume	54	53				101		
Pk Hr Factor	0.463	0.732			0.632	Pk Hr Factor	0.675	0.736				0.871		
7 - 9 Volume	136	115	0	0	251	4 - 6 Volume	79	81	0	0		160		
7 - 9 Peak Hour	07:15	07:15			07:15	4 - 6 Peak Hour	16:45	16:00				16:45		
7 - 9 Pk Volume	100	82	0	0	182	4 - 6 Pk Volume	48	42	0	0		85		
Pk Hr Factor	0.463	0.732	0.000	0.000	0.632	Pk Hr Factor	0.750	0.808	0.000	0.000		0.787		

VOLUME

34 - Seacrest Ave Bet. Carmel Ave & Reservation Rd (36.684349, -121.797210)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_034

DAILY TOTALS					NB	SB					EB	WB	Total
					2,282	2,384					0	0	4,666
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00	4	2			6	12:00	33	34			67		
00:15	0	3			3	12:15	41	33			74		
00:30	2	2			4	12:30	31	47			78		
00:45	1	7	2	9	3	12:45	42	147	43	157	85	304	
01:00	0	1			1	13:00	41	31			72		
01:15	1	2			3	13:15	30	37			67		
01:30	0	1			1	13:30	37	37			74		
01:45	1	2	1	5	2	13:45	31	139	50	155	81	294	
02:00	0	0			0	14:00	37	32			69		
02:15	1	1			2	14:15	38	40			78		
02:30	2	0			2	14:30	41	33			74		
02:45	4	7	2	3	6	14:45	32	148	48	153	80	301	
03:00	2	1			3	15:00	35	41			76		
03:15	1	0			1	15:15	48	38			86		
03:30	1	2			3	15:30	47	47			94		
03:45	1	5	1	4	2	15:45	52	182	44	170	96	352	
04:00	0	2			2	16:00	63	48			111		
04:15	0	1			1	16:15	48	50			98		
04:30	0	1			1	16:30	44	47			91		
04:45	5	5	5	9	10	16:45	46	201	59	204	105	405	
05:00	6	1			7	17:00	62	53			115		
05:15	3	2			5	17:15	53	65			118		
05:30	3	4			7	17:30	57	58			115		
05:45	5	17	8	15	13	17:45	61	233	63	239	124	472	
06:00	7	9			16	18:00	40	56			96		
06:15	14	12			26	18:15	37	51			88		
06:30	20	19			39	18:30	38	27			65		
06:45	16	57	20	60	36	18:45	24	139	23	157	47	296	
07:00	18	33			51	19:00	39	36			75		
07:15	20	23			43	19:15	36	43			79		
07:30	38	29			67	19:30	33	44			77		
07:45	32	108	35	120	67	19:45	21	129	26	149	47	278	
08:00	41	32			73	20:00	24	25			49		
08:15	22	36			58	20:15	26	32			58		
08:30	22	31			53	20:30	22	28			50		
08:45	34	119	26	125	60	20:45	26	98	22	107	48	205	
09:00	34	32			66	21:00	13	17			30		
09:15	27	31			58	21:15	22	19			41		
09:30	23	34			57	21:30	14	20			34		
09:45	28	112	20	117	48	21:45	3	52	11	67	14	119	
10:00	38	33			71	22:00	9	19			28		
10:15	31	21			52	22:15	7	9			16		
10:30	32	30			62	22:30	21	13			34		
10:45	41	142	28	112	69	22:45	7	44	20	61	27	105	
11:00	34	44			78	23:00	9	13			22		
11:15	42	42			84	23:15	9	7			16		
11:30	39	32			71	23:30	2	6			8		
11:45	50	165	36	154	86	23:45	4	24	6	32	10	56	
TOTALS	746	733			1479	TOTALS	1536	1651			3187		
SPLIT %	50.4%	49.6%			31.7%	SPLIT %	48.2%	51.8%			68.3%		

DAILY TOTALS					NB	SB					EB	WB	Total
					2,282	2,384					0	0	4,666
AM Peak Hour	11:00	11:00			11:00	PM Peak Hour	17:00	17:15			17:00		
AM Pk Volume	165	154			319	PM Pk Volume	233	242			472		
Pk Hr Factor	0.825	0.875			0.927	Pk Hr Factor	0.940	0.931			0.952		
7 - 9 Volume	227	245	0	0	472	4 - 6 Volume	434	443	0	0	877		
7 - 9 Peak Hour	07:30	07:45			07:30	4 - 6 Peak Hour	17:00	17:00			17:00		
7 - 9 Pk Volume	133	134			265	4 - 6 Pk Volume	233	239	0	0	472		
Pk Hr Factor	0.811	0.931	0.000	0.000	0.908	Pk Hr Factor	0.940	0.919	0.000	0.000	0.952		

VOLUME

35 - Sunset Ave Bet. Reindollar Ave & Carmel Ave (36.680757, -121.802073)

Day: Thursday

City: Marina

Date: 5/17/2018

Project #: CA18_8264_035

DAILY TOTALS					NB	SB	EB					WB	Total
					1,771	2,003						0	0
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	21	25			46	
00:15	0	1			1		12:15	29	15			44	
00:30	3	1			4		12:30	16	34			50	
00:45	3	6	2	4	5	10	12:45	25	91	30	104	55	195
01:00	1	0			1		13:00	27	26			53	
01:15	2	3			5		13:15	24	19			43	
01:30	0	1			1		13:30	22	37			59	
01:45	0	3	1	5	1	8	13:45	19	92	22	104	41	196
02:00	0	0			0		14:00	28	29			57	
02:15	2	1			3		14:15	29	20			49	
02:30	1	0			1		14:30	34	42			76	
02:45	1	4	4	5	5	9	14:45	20	111	46	137	66	248
03:00	0	0			0		15:00	34	39			73	
03:15	3	3			6		15:15	42	46			88	
03:30	0	0			0		15:30	42	51			93	
03:45	2	5	2	5	4	10	15:45	70	188	51	187	121	375
04:00	0	0			0		16:00	50	35			85	
04:15	0	2			2		16:15	36	35			71	
04:30	0	2			2		16:30	43	38			81	
04:45	4	4	6	10	10	14	16:45	43	172	36	144	79	316
05:00	2	2			4		17:00	50	38			88	
05:15	6	1			7		17:15	40	32			72	
05:30	4	5			9		17:30	35	35			70	
05:45	6	18	3	11	9	29	17:45	29	154	30	135	59	289
06:00	9	9			18		18:00	32	34			66	
06:15	11	12			23		18:15	30	25			55	
06:30	5	17			22		18:30	25	29			54	
06:45	18	43	24	62	42	105	18:45	28	115	35	123	63	238
07:00	24	40			64		19:00	33	32			65	
07:15	27	49			76		19:15	22	22			44	
07:30	41	59			100		19:30	18	22			40	
07:45	39	131	46	194	85	325	19:45	21	94	26	102	47	196
08:00	36	77			113		20:00	22	33			55	
08:15	43	60			103		20:15	17	19			36	
08:30	20	23			43		20:30	22	20			42	
08:45	22	121	31	191	53	312	20:45	15	76	23	95	38	171
09:00	25	32			57		21:00	16	15			31	
09:15	9	17			26		21:15	13	18			31	
09:30	14	23			37		21:30	8	12			20	
09:45	22	70	13	85	35	155	21:45	5	42	12	57	17	99
10:00	15	26			41		22:00	11	10			21	
10:15	24	15			39		22:15	5	13			18	
10:30	22	28			50		22:30	4	6			10	
10:45	32	93	21	90	53	183	22:45	4	24	3	32	7	56
11:00	21	22			43		23:00	6	9			15	
11:15	25	22			47		23:15	3	5			8	
11:30	32	26			58		23:30	4	11			15	
11:45	20	98	22	92	42	190	23:45	3	16	4	29	7	45
TOTALS	596	754			1350		TOTALS	1175	1249			2424	
SPLIT %	44.1%	55.9%			35.8%		SPLIT %	48.5%	51.5%			64.2%	

DAILY TOTALS				NB	SB					EB	WB	Total	
				1,771	2,003					0	0		
AM Peak Hour	07:30	07:30			07:30		PM Peak Hour	15:15	15:00			15:15	
AM Pk Volume	159	242			401		PM Pk Volume	204	187			387	
Pk Hr Factor	0.924	0.786			0.887		Pk Hr Factor	0.729	0.917			0.800	
7 - 9 Volume	252	385	0	0	637		4 - 6 Volume	326	279	0	0	605	
7 - 9 Peak Hour	07:30	07:30			07:30		4 - 6 Peak Hour	16:30	16:15			16:30	
7 - 9 Pk Volume	159	242	0	0	401		4 - 6 Pk Volume	176	147	0	0	320	
Pk Hr Factor	0.924	0.786	0.000	0.000	0.887		Pk Hr Factor	0.880	0.967	0.000	0.000	0.909	

VOLUME

36 - Lake Dr Bet. Palm Ave & Reservation Rd (36.685914, -121.805594)

Day: Thursday

City: Marina

Date: 6/7/2018

Project #: CA18_8264_036

DAILY TOTALS					NB	SB					EB	WB	Total
					648	826					0	0	1,474
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	1	1			2		12:00	12	4			16	
00:15	0	1			1		12:15	6	13			19	
00:30	1	3			4		12:30	10	8			18	
00:45	0	2	1	6	1	8	12:45	8	36	13	38	21	74
01:00	0	1			1		13:00	8	10			18	
01:15	1	0			1		13:15	13	10			23	
01:30	0	0			0		13:30	11	7			18	
01:45	1	2	0	1	1	3	13:45	9	41	12	39	21	80
02:00	2	1			3		14:00	9	6			15	
02:15	2	1			3		14:15	9	11			20	
02:30	0	0			0		14:30	14	10			24	
02:45	0	4	2	4	2	8	14:45	8	40	7	34	15	74
03:00	0	0			0		15:00	8	10			18	
03:15	0	0			0		15:15	10	11			21	
03:30	0	0			0		15:30	10	18			28	
03:45	0	1	1		1	1	15:45	12	40	9	48	21	88
04:00	0	0			0		16:00	10	13			23	
04:15	3	0			3		16:15	19	18			37	
04:30	0	2			2		16:30	10	16			26	
04:45	0	3	1	3	1	6	16:45	8	47	12	59	20	106
05:00	0	2			2		17:00	17	17			34	
05:15	1	0			1		17:15	17	16			33	
05:30	1	5			6		17:30	11	19			30	
05:45	4	6	3	10	7	16	17:45	11	56	26	78	37	134
06:00	0	4			4		18:00	18	11			29	
06:15	6	6			12		18:15	7	14			21	
06:30	5	8			13		18:30	12	16			28	
06:45	7	18	16	34	23	52	18:45	8	45	8	49	16	94
07:00	4	16			20		19:00	13	18			31	
07:15	11	21			32		19:15	11	4			15	
07:30	15	25			40		19:30	7	10			17	
07:45	13	43	13	75	26	118	19:45	4	35	9	41	13	76
08:00	10	14			24		20:00	7	15			22	
08:15	10	25			35		20:15	13	12			25	
08:30	7	12			19		20:30	4	10			14	
08:45	9	36	10	61	19	97	20:45	10	34	7	44	17	78
09:00	6	11			17		21:00	9	10			19	
09:15	6	9			15		21:15	5	9			14	
09:30	5	10			15		21:30	10	7			17	
09:45	9	26	11	41	20	67	21:45	6	30	3	29	9	59
10:00	14	5			19		22:00	10	8			18	
10:15	6	13			19		22:15	3	3			6	
10:30	13	14			27		22:30	3	6			9	
10:45	7	40	18	50	25	90	22:45	3	19	3	20	6	39
11:00	8	10			18		23:00	4	6			10	
11:15	14	7			21		23:15	2	5			7	
11:30	4	8			12		23:30	5	3			8	
11:45	6	32	19	44	25	76	23:45	2	13	3	17	5	30
TOTALS	212	330			542		TOTALS	436	496			932	
SPLIT %	39.1%	60.9%			36.8%		SPLIT %	46.8%	53.2%			63.2%	

DAILY TOTALS					NB	SB					EB	WB	Total
					648	826					0	0	1,474
AM Peak Hour	07:15	06:45		07:30	PM Peak Hour	17:15	17:00		17:00				
AM Pk Volume	49	78		125	PM Pk Volume	57	78		134				
Pk Hr Factor	0.817	0.780		0.781	Pk Hr Factor	0.792	0.750		0.905				
7 - 9 Volume	79	136	0	0	215	4 - 6 Volume	103	137	0	0	240		
7 - 9 Peak Hour	07:15	07:30		07:30	4 - 6 Peak Hour	17:00	17:00		17:00				
7 - 9 Pk Volume	49	77	0	0	125	4 - 6 Pk Volume	56	78	0	0	134		
Pk Hr Factor	0.817	0.770	0.000	0.000	0.781	Pk Hr Factor	0.824	0.750	0.000	0.000	0.905		

VOLUME

37 - Palm Ave Bet. Lake Dr & Del Monte Blvd (36.684247, -121.805198)

Day: Thursday
Date: 5/17/2018City: Marina
Project #: CA18_8264_037

DAILY TOTALS					NB	SB	EB					WB	Total		
					0	0	1,827					1,722	3,549		
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL			
00:00			3	4	7		12:00			22	21	43			
00:15			4	2	6		12:15			21	33	54			
00:30			2	3	5		12:30			25	22	47			
00:45			1	10	4	13	12:45			26	94	23	99		
01:00			0	3	3		13:00			25	18	43			
01:15			4	3	7		13:15			18	27	45			
01:30			2	2	4		13:30			29	26	55			
01:45			0	6	2	10	13:45			30	102	20	91		
02:00			0	1	1		14:00			26	19	45			
02:15			1	1	2		14:15			27	26	53			
02:30			0	1	1		14:30			29	41	70			
02:45			1	2	0	3	14:45			43	125	27	113		
03:00			0	0	0		15:00			32	33	65			
03:15			1	0	1		15:15			37	41	78			
03:30			2	3	5		15:30			41	33	74			
03:45			1	4	1	4	15:45			29	139	37	144		
04:00			2	2	4		16:00			24	40	64			
04:15			2	1	3		16:15			20	47	67			
04:30			3	0	3		16:30			30	32	62			
04:45			5	12	2	5	16:45			30	104	43	162		
05:00			10	2	12		17:00			27	32	59			
05:15			5	1	6		17:15			27	51	78			
05:30			13	1	14		17:30			33	37	70			
05:45			12	40	1	5	17:45			24	111	43	163		
06:00			17	5	22		18:00			16	29	45			
06:15			17	5	22		18:15			18	24	42			
06:30			15	9	24		18:30			20	32	52			
06:45			30	79	5	24	18:45			29	83	23	108		
07:00			43	8	51		19:00			14	22	36			
07:15			54	15	69		19:15			17	26	43			
07:30			65	23	88		19:30			17	16	33			
07:45			49	211	29	75	19:45			19	67	28	92		
08:00			39	43	82		20:00			8	26	34			
08:15			40	50	90		20:15			12	25	37			
08:30			66	45	111		20:30			8	17	25			
08:45			57	202	25	163	20:45			17	45	23	91		
09:00			26	15	41		21:00			12	13	25			
09:15			20	13	33		21:15			9	19	28			
09:30			30	13	43		21:30			7	22	29			
09:45			21	97	11	52	21:45			12	40	14	68		
10:00			17	16	33		22:00			9	18	27			
10:15			29	12	41		22:15			3	14	17			
10:30			22	20	42		22:30			8	12	20			
10:45			22	90	10	58	22:45			5	25	7	51		
11:00			21	18	39		23:00			6	7	13			
11:15			24	28	52		23:15			5	12	17			
11:30			38	36	74		23:30			2	6	8			
11:45			40	123	16	98	23:45			3	16	5	30		
TOTALS	876					510	1386	TOTALS	951					1212	2163
SPLIT %	63.2%					36.8%	39.1%	SPLIT %	44.0%					56.0%	60.9%

DAILY TOTALS					NB	SB						EB	WB						Total
					0	0						1,827	1,722						3,549
AM Peak Hour			07:00	07:45	08:00		PM Peak Hour			14:45	16:45	14:45							14:45
AM Pk Volume			211	167	365		PM Pk Volume			153	163	287							287
Pk Hr Factor			0.812	0.835	0.822		Pk Hr Factor			0.890	0.799	0.920							0.920
7 - 9 Volume	0	0	413	238	651		4 - 6 Volume	0	0	215	325	540							540
7 - 9 Peak Hour			07:00	07:45	08:00		4 - 6 Peak Hour			16:45	16:45	16:45							16:45
7 - 9 Pk Volume	0	0	211	167	365		4 - 6 Pk Volume	0	0	117	163	280							280
Pk Hr Factor	0.000	0.000	0.812	0.835	0.822		Pk Hr Factor	0.000	0.000	0.886	0.799	0.897							0.897

VOLUME

38 - Abrams Dr Bet. Preston Dr & Imjin Pkwy (36.665738, -121.775771)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_038

DAILY TOTALS					NB	SB					EB	WB	Total
					1,430	1,636					0	0	3,066
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	1	0			1		12:00	22	17			39	
00:15	2	2			4		12:15	22	19			41	
00:30	2	3			5		12:30	16	15			31	
00:45	1	6	0	5	1	11	12:45	29	89	14	65	43	154
01:00	3	0			3		13:00	21	23			44	
01:15	2	0			2		13:15	19	26			45	
01:30	1	3			4		13:30	24	25			49	
01:45	2	8	1	4	3	12	13:45	20	84	19	93	39	177
02:00	1	1			2		14:00	20	19			39	
02:15	0	1			1		14:15	19	27			46	
02:30	2	1			3		14:30	15	32			47	
02:45	0	3	1	4	1	7	14:45	15	69	19	97	34	166
03:00	2	0			2		15:00	26	25			51	
03:15	1	1			2		15:15	24	21			45	
03:30	2	0			2		15:30	23	40			63	
03:45	0	5	1	2	1	7	15:45	23	96	17	103	40	199
04:00	1	1			2		16:00	34	20			54	
04:15	0	3			3		16:15	28	29			57	
04:30	0	7			7		16:30	36	29			65	
04:45	2	3	7	18	9	21	16:45	34	132	17	95	51	227
05:00	0	5			5		17:00	25	22			47	
05:15	4	6			10		17:15	24	22			46	
05:30	1	12			13		17:30	43	31			74	
05:45	1	6	6	29	7	35	17:45	27	119	19	94	46	213
06:00	8	16			24		18:00	34	23			57	
06:15	4	20			24		18:15	24	17			41	
06:30	13	37			50		18:30	26	23			49	
06:45	18	43	43	116	61	159	18:45	25	109	21	84	46	193
07:00	19	54			73		19:00	30	25			55	
07:15	7	68			75		19:15	27	13			40	
07:30	11	78			89		19:30	35	13			48	
07:45	19	56	33	233	52	289	19:45	19	111	16	67	35	178
08:00	19	34			53		20:00	23	16			39	
08:15	21	22			43		20:15	25	19			44	
08:30	11	25			36		20:30	25	14			39	
08:45	18	69	20	101	38	170	20:45	26	99	14	63	40	162
09:00	14	31			45		21:00	16	7			23	
09:15	20	23			43		21:15	17	14			31	
09:30	14	24			38		21:30	25	16			41	
09:45	10	58	19	97	29	155	21:45	19	77	10	47	29	124
10:00	11	16			27		22:00	14	12			26	
10:15	4	14			18		22:15	9	6			15	
10:30	18	19			37		22:30	8	11			19	
10:45	17	50	8	57	25	107	22:45	11	42	9	38	20	80
11:00	20	22			42		23:00	9	3			12	
11:15	14	21			35		23:15	13	6			19	
11:30	12	43			55		23:30	10	5			15	
11:45	13	59	21	107	34	166	23:45	5	37	3	17	8	54
TOTALS	366	773			1139		TOTALS	1064	863			1927	
SPLIT %	32.1%	67.9%			37.1%		SPLIT %	55.2%	44.8%			62.9%	

DAILY TOTALS					NB	SB					EB	WB	Total
					1,430	1,636					0	0	3,066
AM Peak Hour	11:45	06:45		06:45	PM Peak Hour	16:00	15:30		16:00				
AM Pk Volume	73	243		298	PM Pk Volume	132	106		227				
Pk Hr Factor	0.830	0.779		0.837	Pk Hr Factor	0.917	0.663		0.873				
7 - 9 Volume	125	334	0	0	459	4 - 6 Volume	251	189	0	0	440		
7 - 9 Peak Hour	07:30	07:00		07:00	4 - 6 Peak Hour	16:00	16:15		16:00				
7 - 9 Pk Volume	70	233	0	0	289	4 - 6 Pk Volume	132	97	0	0	227		
Pk Hr Factor	0.833	0.747	0.000	0.000	0.812	Pk Hr Factor	0.917	0.836	0.000	0.000	0.873		

VOLUME

39 - Preston Dr Bet. Abrams Dr & Imjin Pkwy (36.669623, -121.771631)

Day: Tuesday
Date: 5/22/2018City: Marina
Project #: CA18_8264_039

DAILY TOTALS					NB	SB					EB	WB	Total
					972	736					0	0	1,708
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	1	2			3		12:00	11	8			19	
00:15	3	0			3		12:15	9	9			18	
00:30	2	2			4		12:30	15	13			28	
00:45	1	7	0	4	1	11	12:45	10	45	12	42	22	87
01:00	4	1			5		13:00	13	14			27	
01:15	1	1			2		13:15	14	5			19	
01:30	0	1			1		13:30	14	5			19	
01:45	1	6	0	3	1	9	13:45	11	52	6	30	17	82
02:00	1	1			2		14:00	13	11			24	
02:15	2	0			2		14:15	11	9			20	
02:30	0	0			0		14:30	25	7			32	
02:45	0	3	1	2	1	5	14:45	15	64	10	37	25	101
03:00	1	0			1		15:00	15	10			25	
03:15	0	1			1		15:15	8	11			19	
03:30	0	0			0		15:30	12	10			22	
03:45	0	1	0	1	0	2	15:45	21	56	15	46	36	102
04:00	0	0			0		16:00	23	10			33	
04:15	0	3			3		16:15	26	6			32	
04:30	1	4			5		16:30	26	14			40	
04:45	3	4	3	10	6	14	16:45	23	98	9	39	32	137
05:00	0	0			0		17:00	31	22			53	
05:15	1	1			2		17:15	34	13			47	
05:30	0	7			7		17:30	24	15			39	
05:45	0	1	5	13	5	14	17:45	23	112	19	69	42	181
06:00	2	6			8		18:00	21	14			35	
06:15	1	13			14		18:15	25	14			39	
06:30	4	4			8		18:30	13	7			20	
06:45	8	15	13	36	21	51	18:45	13	72	8	43	21	115
07:00	11	9			20		19:00	13	13			26	
07:15	14	15			29		19:15	22	10			32	
07:30	10	18			28		19:30	18	12			30	
07:45	14	49	25	67	39	116	19:45	15	68	11	46	26	114
08:00	21	17			38		20:00	15	6			21	
08:15	5	16			21		20:15	11	7			18	
08:30	7	15			22		20:30	10	9			19	
08:45	12	45	9	57	21	102	20:45	12	48	6	28	18	76
09:00	8	16			24		21:00	16	4			20	
09:15	10	12			22		21:15	19	2			21	
09:30	9	8			17		21:30	18	9			27	
09:45	5	32	12	48	17	80	21:45	15	68	10	25	25	93
10:00	10	10			20		22:00	9	5			14	
10:15	8	7			15		22:15	10	7			17	
10:30	7	8			15		22:30	7	6			13	
10:45	7	32	10	35	17	67	22:45	11	37	3	21	14	58
11:00	7	9			16		23:00	6	2			8	
11:15	12	3			15		23:15	4	1			5	
11:30	14	5			19		23:30	4	1			5	
11:45	9	42	12	29	21	71	23:45	1	15	1	5	2	20
TOTALS	237	305			542		TOTALS	735	431			1166	
SPLIT %	43.7%	56.3%			31.7%		SPLIT %	63.0%	37.0%			68.3%	

DAILY TOTALS					NB	SB					EB	WB	Total
					972	736					0	0	1,708
AM Peak Hour	07:15	07:30			07:15		PM Peak Hour	16:30	17:00			17:00	
AM Pk Volume	59	76			134		PM Pk Volume	114	69			181	
Pk Hr Factor	0.702	0.760			0.859		Pk Hr Factor	0.838	0.784			0.854	
7 - 9 Volume	94	124	0	0	218		4 - 6 Volume	210	108	0	0	318	
7 - 9 Peak Hour	07:15	07:30			07:15		4 - 6 Peak Hour	16:30	17:00			17:00	
7 - 9 Pk Volume	59	76	0	0	134		4 - 6 Pk Volume	114	69	0	0	181	
Pk Hr Factor	0.702	0.760	0.000	0.000	0.859		Pk Hr Factor	0.838	0.784	0.000	0.000	0.854	

VOLUME

40 - 3rd Ave Bet. Imjin Pkwy & 8th St (36.665263, -121.804971)

Day: Wednesday

City: Marina

Date: 5/23/2018

Project #: CA18_8264_040

DAILY TOTALS					NB	SB	EB					WB	Total
					368	635	0					0	1,003
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	9	5			14	
00:15	1	0			1		12:15	8	10			18	
00:30	2	2			4		12:30	10	9			19	
00:45	0	3	0	2	0	5	12:45	4	31	14	38	18	69
01:00	0	0			0		13:00	5	8			13	
01:15	0	0			0		13:15	3	9			12	
01:30	0	0			0		13:30	4	7			11	
01:45	0	0			0		13:45	8	20	5	29	13	49
02:00	0	0			0		14:00	4	4			8	
02:15	0	1			1		14:15	5	7			12	
02:30	0	0			0		14:30	2	6			8	
02:45	1	1	0	1	1	2	14:45	10	21	16	33	26	54
03:00	0	0			0		15:00	14	9			23	
03:15	1	0			1		15:15	5	8			13	
03:30	0	0			0		15:30	11	10			21	
03:45	0	1	0		0	1	15:45	9	39	3	30	12	69
04:00	0	0			0		16:00	12	9			21	
04:15	0	1			1		16:15	9	7			16	
04:30	0	0			0		16:30	14	10			24	
04:45	1	1	1	2	2	3	16:45	7	42	11	37	18	79
05:00	0	0			0		17:00	14	7			21	
05:15	1	2			3		17:15	7	9			16	
05:30	0	0			0		17:30	5	10			15	
05:45	3	4	0	2	3	6	17:45	7	33	5	31	12	64
06:00	1	3			4		18:00	8	3			11	
06:15	3	3			6		18:15	6	3			9	
06:30	1	10			11		18:30	7	4			11	
06:45	1	6	10	26	11	32	18:45	3	24	4	14	7	38
07:00	4	18			22		19:00	6	3			9	
07:15	3	73			76		19:15	4	8			12	
07:30	10	82			92		19:30	1	4			5	
07:45	11	28	45	218	56	246	19:45	2	13	3	18	5	31
08:00	4	24			28		20:00	3	4			7	
08:15	4	13			17		20:15	1	2			3	
08:30	6	10			16		20:30	1	4			5	
08:45	8	22	8	55	16	77	20:45	1	6	3	13	4	19
09:00	7	3			10		21:00	1	1			2	
09:15	1	6			7		21:15	3	2			5	
09:30	2	3			5		21:30	0	4			4	
09:45	3	13	8	20	11	33	21:45	4	8	2	9	6	17
10:00	9	3			12		22:00	3	1			4	
10:15	4	7			11		22:15	0	0			0	
10:30	7	6			13		22:30	1	0			1	
10:45	12	32	7	23	19	55	22:45	1	5	3	4	4	9
11:00	4	6			10		23:00	0	1			1	
11:15	4	10			14		23:15	0	1			1	
11:30	3	4			7		23:30	0	1			1	
11:45	4	15	6	26	10	41	23:45	0	1	4		1	4
TOTALS	126	375			501		TOTALS	242	260			502	
SPLIT %	25.1%	74.9%			50.0%		SPLIT %	48.2%	51.8%			50.0%	

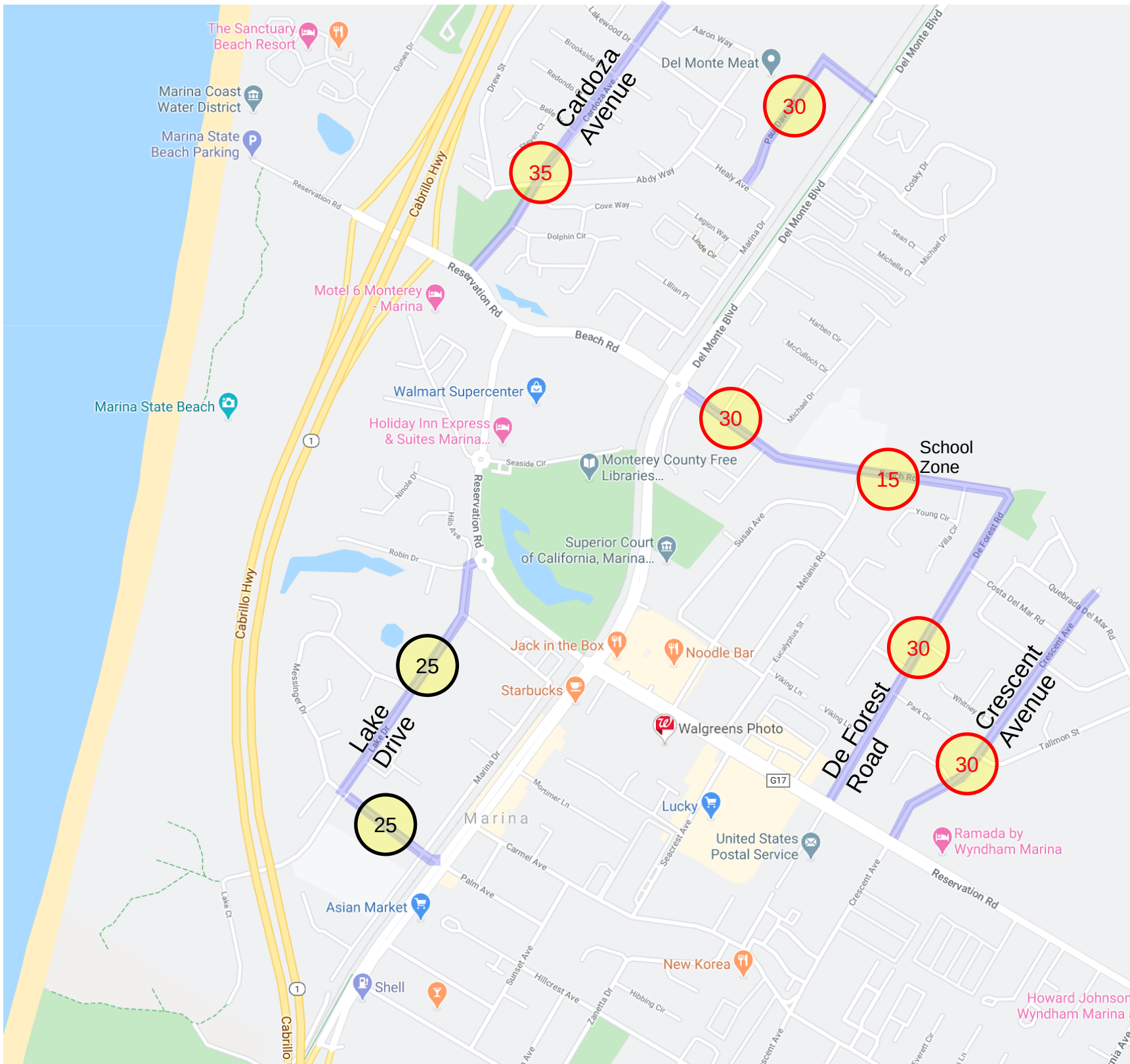
DAILY TOTALS					NB	SB					EB	WB	Total	
					368	635					0	0	1,003	
AM Peak Hour	10:00	07:15		07:15	PM Peak Hour	15:45	14:45		14:45					
AM Pk Volume	32	224		252	PM Pk Volume	44	43		83					
Pk Hr Factor	0.667	0.683		0.685	Pk Hr Factor	0.786	0.672		0.798					
7 - 9 Volume	50	273	0	0	323	4 - 6 Volume	75	68	0	0			143	
7 - 9 Peak Hour	07:30	07:15		07:15	4 - 6 Peak Hour	16:15	16:00		16:00				16:00	
7 - 9 Pk Volume	29	224	0	0	252	4 - 6 Pk Volume	44	37	0	0			79	
Pk Hr Factor	0.659	0.683	0.000	0.000	0.685	Pk Hr Factor	0.786	0.841	0.000	0.000			0.823	

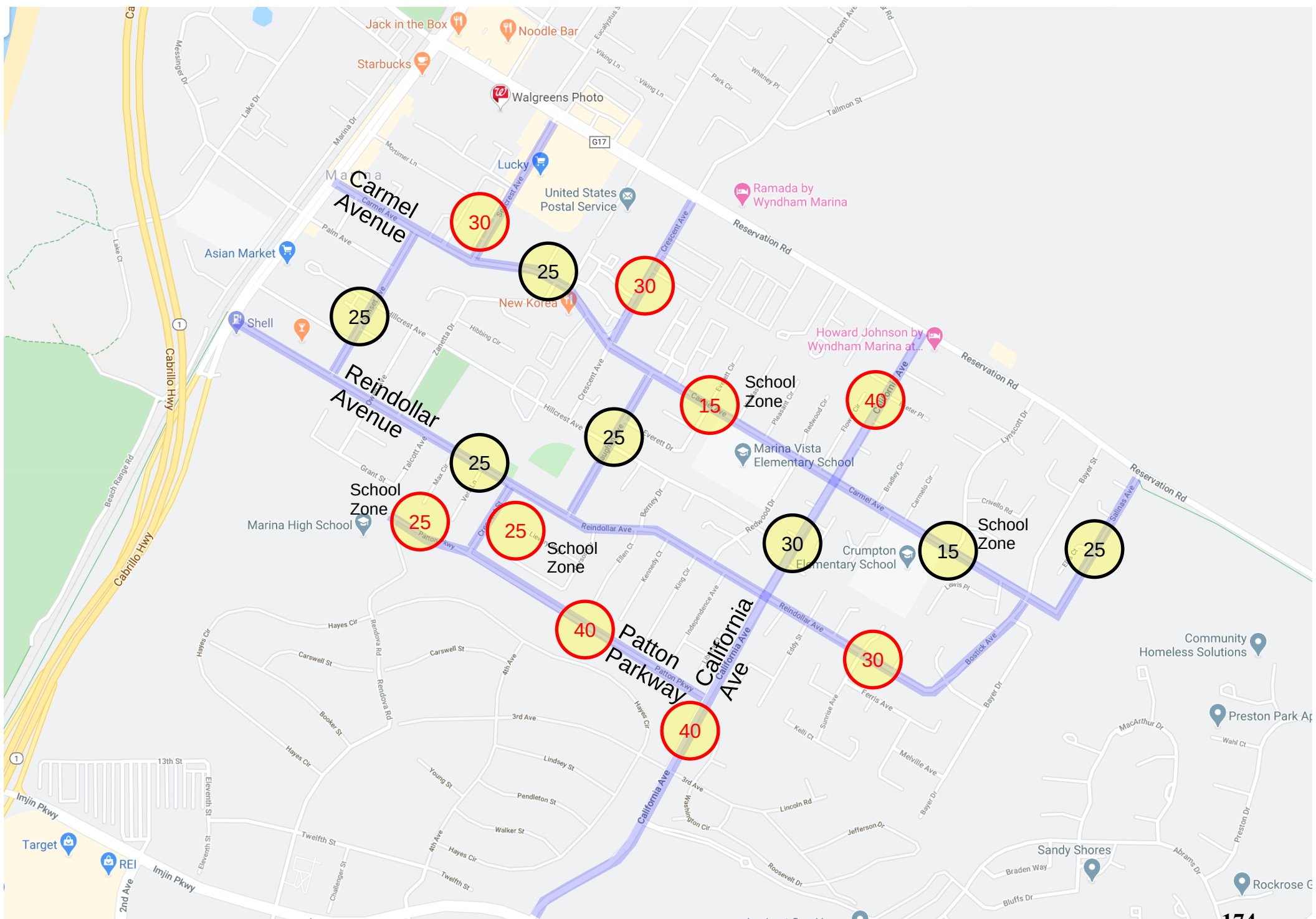
LEGEND:

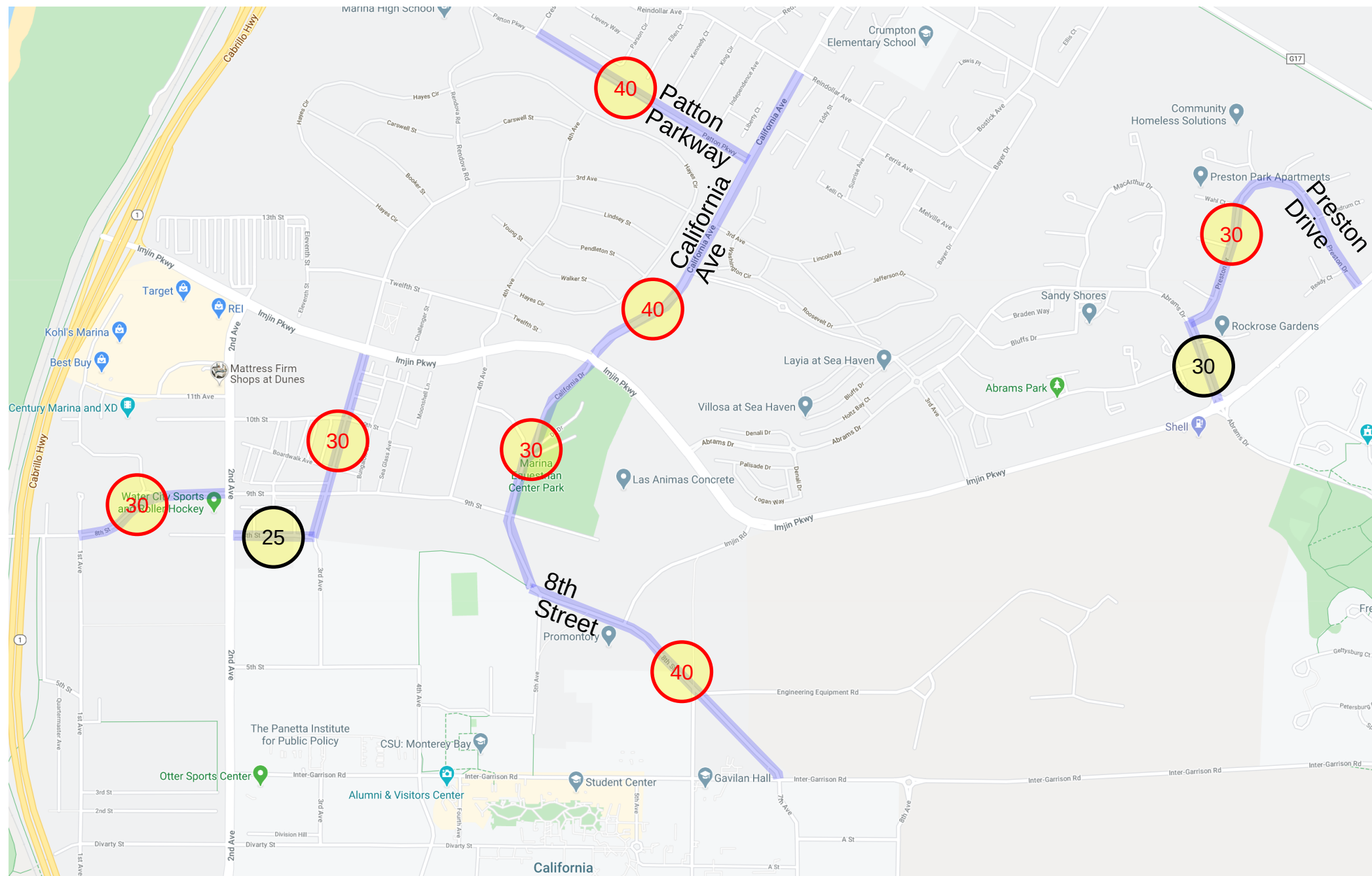
 New Speed Limit

 No Change in Speed Limit









April 1, 2020

Item No. **11e**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,
APPROVING A REALIGNMENT OF THE PUBLIC WORKS
MAINTENANCE DIVISION**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2020-, approving a realignment of the Public Works Maintenance Division by:
 - a. Eliminating one vacant Maintenance Worker I position to allow for funding another position;
 - b. Adding a Public Works Maintenance Superintendent with an adopted salary range from \$7,487 to \$9,101 a month as shown in the attached salary survey;
 - c. Converting a Maintenance Worker III to a Crew Lead upon retirement of one of the current Maintenance Worker IIIs;
 - d. Discontinuing the Maintenance Worker III with the retirement of the three incumbents;
 - e. Reclassifying the Maintenance Worker I position to allow it to Flex to a Maintenance Worker II position upon demonstration of mastery of maintenance skills; and,
 - f. Implementing a policy that assures that the Maintenance Worker II position is at least 10% more than the Maintenance Worker I position.

BACKGROUND

The Public Works Maintenance Division is responsible for the maintenance and repair of approximately 100,000 square feet of City-owned buildings, 84 acres of Parks, 156 lane miles of streets, 15 miles of bicycle paths, 20 traffic signal systems, center median and right of way landscaping, over 800 trees, 77 percolation ponds, and custodial duties within all buildings except Police/Fire and the Airport.

Over the years, the organizational structure of Public Works Maintenance Division has evolved depending upon the needs of the city and available resources. Prior to 2016, the Division resided in the Community Development Department and previously had a Public Works Superintendent position. In 2016 a separate Public Works Department was formed, and a new Public Works Director position was approved. The Department was divided into three divisions: engineering; buildings & grounds; and vehicle maintenance. The responsibilities of these divisions include: buildings & grounds; park maintenance; street maintenance; traffic signals; trees; sidewalks; customer service requests; engineering; project management; capital improvement program; fleet maintenance; vehicle repair; and storm water.

The allocated positions in the FY 19/20 and 20/21 Budget approves the following allocated positions:

Engineering

Vehicle Maintenance

Building & Grounds

Total Positions 18

ANALYSIS

1. The Division lacks a comprehensive Annual Work Program. As a consequence, work is often done in a reactive, “crisis” mode, rather than in a logical, priority-based fashion, with flexibility to change course when emergency issues and projects arise. The Work Program would include an up-to-date inventory of Public Works tasks and projects, a timeline for their completion, and assignments made to appropriate staff members.
2. Routine infrastructure inspection and maintenance is deferred. The upkeep of signals, overall building maintenance including HVAC/heating systems, fueling station, median weeding, cross walk and bicycle striping maintenance tasks are constantly deferred due to more immediate problems and lack of labor resources.
3. The City faces an imminent “experience drain” in its seasoned Maintenance staff. All of the City’s current Maintenance Worker III’s are eligible to retire and have sufficient service credit to see retirement as an attractive option. The current organizational structure does not provide adequate opportunities for succession planning and/or for long-term promotional opportunities.

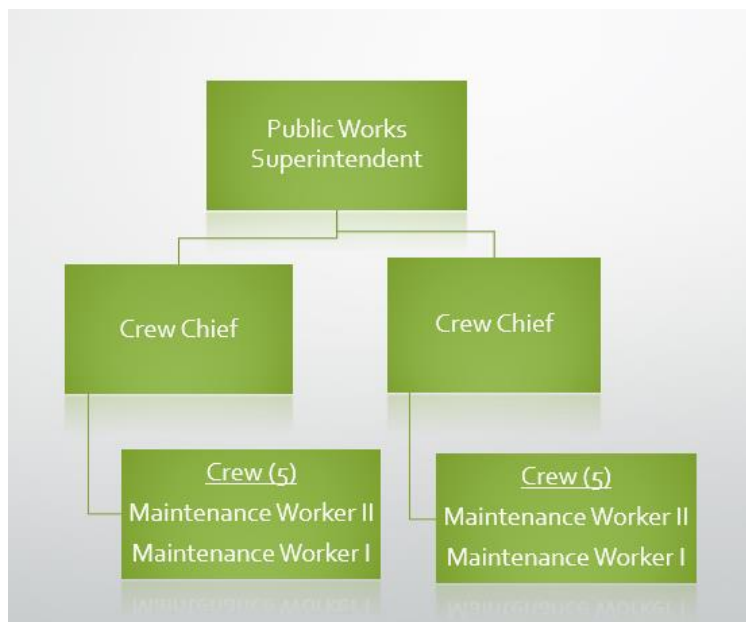
2

Local Street Funding

City of Marina			
Local Street Funding			
	<u>15/16</u>		<u>18/19</u>
State Funds	471,000		860,000
Measure X, Local	-		584,000
General Fund	135,000		1,478,000
	606,000		2,922,000
Note: Does not include Dev. Impact Fees or Grants			

With the funding now available, without adequate staffing to implement and provide oversight to the street maintenance program, it will not be able to move forward as is needed.

It is not realistically feasible or practical for the Public Works Director with one Crew Lead position to provide direct oversight and responsibility for this many functions, operations, and staffing within the department. In 2016 it was envisioned that the City would transition to the following structure for operations of the Building & Grounds Maintenance Division.



Effective and efficient day to day operations are best achieved when an organization is built around units that are sized for what is referred to as span of control. Recommended best practices for the number of staff that a supervisor can effectively oversee is four to seven. The current Section Crew Lead is being asked to supervise 12 employees, a number which is much more than any recommended span of control.

The proposed restructuring will not add any additional new positions above the total 18 allocated in the department. However, it would restructure the positions as follows:

1. Add one (1) Superintendent position that would be responsible for the Building & Grounds Maintenance Division including organizing a comprehensive annual work program and providing for routine infrastructure inspection and maintenance. It is also anticipated the position would assist with the simpler street projects.
2. Add one (1) additional Crew Lead for a total of two (2) which would reduce the span of control from 12 to 5 and would provide for much better operational efficiency and effectiveness.
3. The Maintenance I employees would be able to flex from a Maintenance I position to a Maintenance II position after demonstrating an ability to act in all aspects of Maintenance work. Currently, there is a 11% gap between the classifications. The City maintain at least a 10% gap to assure that two full-steps would be available to Maintenance Workers as the work through the available steps.
4. Eliminate one (1) Maintenance Worker I position, which allows the Superintendent position to be created without adding additional staff. We currently have a vacant Maintenance Worker I position.
5. Eliminate the Maintenance Worker III positions as they retire. These will then be converted into Maintenance Worker I/II positions and the additional Crew Lead position.

The proposed changes will help provide improved planning for and oversight of preventative infrastructure maintenance and repairs, adequate response to unplanned/emergency issues and problems; and flexibility to include maintenance and repair for new infrastructure when it comes on-line.

Superintendent Salary Range

The salary for the Public Works Superintendent would be set by the following superintendent salary survey.

Superintendent Salary Survey				
Mar-20				
City	Salary Top Step			
Marina				
San Luis Obispo	\$7,505.33		Average	\$9,100.81
Salinas	\$9,308.00		Diff Avg \$	(9,100.81)
Monterey	\$9,276.00		Diff. from Avg. %	-100.0%
Gilroy	\$9,656.00			
Seaside	\$9,896.58		Median	\$9,292.00
Pacific Grove	\$10,152.13		Diff Med \$	(9,292.00)
Watsonville	\$8,217.73		Diff. from Median %	-100.0%
Hollister	\$8,794.70			
Step A	Step B	Step C	Step D	Step E
\$7,487.26	\$7,861.62	\$8,254.70	\$8,667.44	\$9,100.81

FISCAL IMPACT

Converting a Maintenance Worker I position to a Public Works Superintendent will cost approximately an additional \$80,000 annually. Converting a Maintenance Work II to a Crew Lead position will cost approximately an additional \$25,000 annually. The combined fiscal impact will be approximately \$105,000 annually.

CONCLUSION:

The proposed re-structuring reduces the span of control to a more manageable level and adds management capabilities that will be able to more efficiently and effectively implement the City's work program and maintain the City's infrastructure.

Respectfully submitted,

Brian McMinn, P.E., P.L.S.
Public Works Director/City Engineer
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A REALIGNMENT OF THE PUBLIC WORKS MAINTENANCE DIVISION

WHEREAS, The Public Works Maintenance Division is responsible for the maintenance and repair of approximately 100,000 square feet of City-owned buildings, 84 acres of Parks, 156 lane miles of streets, 15 miles of bicycle paths, 20 traffic signal systems, center median and right of way landscaping, over 800 trees, 77 percolation ponds, and custodial duties within all buildings except Police/Fire and the Airport; and

WHEREAS, On January 15, 2008, the City of Marina hired TPO, a Human Resources Management company, to evaluate the Public Works Division organizational structure existing at that time, and to identify options for best utilizing resources by improving departmental work flow and maximizing work efficiencies; and

WHEREAS, The previous Public Works Superintendent retired in April 2010 and the division was left with only a crew lead for supervision of the 12 assigned employees.

WHEREAS, On July 11, 2012, the City Council approved the City's FY 2012-13 Budget. At that time, the Council removed the Public Works Superintendent. The Maintenance Worker III positions were also planned to be removed from the organization through attrition as the incumbents retired; and

WHEREAS, there are several organizational issues that have not been addressed to date, and that impact the operational efficiency and effectiveness of the Public Works Division:

1. The Division lacks a comprehensive Annual Work Program. As a consequence, work is often done in a reactive, "crisis" mode, rather than in a logical, priority-based fashion, with flexibility to change course when emergency issues and projects arise. The Work Program would include an up-to-date inventory of Public Works tasks and projects, a timeline for their completion, and assignments made to appropriate staff members.
2. Routine infrastructure inspection and maintenance is deferred. The upkeep of signals, overall building maintenance including HVAC/heating systems, fueling station, median weeding, cross walk and bicycle striping maintenance tasks are constantly deferred due to more immediate problems and lack of labor resources.
3. The City faces an imminent "experience drain" in its seasoned Maintenance staff. All of the City's current Maintenance Worker III's are eligible to retire and have sufficient service credit to see retirement as an attractive option. The current organizational structure does not provide adequate opportunities for succession planning and/or for long-term promotional opportunities. Without sufficient promotional opportunities, the city stands to lose maintenance workers once they have gained valuable training and experience.

WHEREAS, The City is in need of a comprehensive organizational structure that provides:

1. Adequate planning for and oversight of preventative maintenance and repairs to existing infrastructure, adequate response to unplanned/emergent issues and problems; and flexibility to include maintenance and repair for new infrastructure when it comes on line; and

WHEREAS, The City over the last several years has increased the money being spent on roads. Local road money is about 5 times what it was 3 years ago. During that same time, the City has not revised the employees assigned to work on streets; and

WHEREAS, Effective and efficient day to day operations are best achieved when an organization is built around units that are sized for what is referred to as span of control. Recommended best practices for the number of staff that a supervisor can effectively oversee is four to seven. The current Section Crew Lead is being asked to supervise 12 employees, a number which is much more than any recommended span of control; and

WHEREAS, Staff is recommending the following changes to the Public Works Maintenance Division staffing:

1. A Superintendent of public works would be added back to the department. This position would be expected to handle the simpler street projects as well as directing the overall activities of the Public Works Maintenance Division.
2. A second Section Crew Lead would be added, reducing the span of control from 12 to 5.
3. The Maintenance I employees would be able to flex from a Maintenance I position to a Maintenance II position after demonstrating an ability to act in all aspects of Maintenance work; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby approve the approving a realignment of the Public Works Maintenance Division by:

- a. Eliminating one vacant Maintenance Worker I position to allow for funding another position;
- b. Adding a Maintenance Superintendent with an adopted salary range from \$7,487 to \$9,101 a month as shown in the attached salary survey;
- c. Converting a Maintenance Worker III to a Crew Chief upon retirement of one of the current Maintenance Worker IIIs;
- d. Discontinuing the Maintenance Worker III with the retirement of the three incumbents;
- e. Reclassifying the Maintenance I position to allow it to Flex to a Maintenance II position upon demonstration of mastery of maintenance skills; and,
- f. Implementing a policy that assures that the Maintenance Worker II position is at least 10% more than the Maintenance Worker I position.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 7th day of April, 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**The Staff Report for this item will be provided on
Monday, April 6, 2020**

To: Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of April 7, 2020

**CITY COUNCIL TO CONSIDER CONSOLIDATION OF THE DUTIES
OF THE SITE AND ARCHITECTURAL DESIGN REVIEW BOARD AND
TREE COMMITTEE TO THE PLANNING COMMISSION TO
STREAMLINE THE PLANNING REVIEW PROCESS, AND PROVIDE
DIRECTION TO STAFF**

REQUEST:

The City Council consider consolidation of the duties of the Site and Architectural Design Review Board and Tree Committee to the Planning Commission to streamline the planning review process and provide direction to staff.

BACKGROUND:

On January 1, 2020, Senate Bill 330 affecting the City of Marina's discretionary review process for housing development projects went into effect. Housing development projects are defined as housing units only, mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use, and transitional housing or supportive housing.

The new law requires a streamlined review of eligible housing projects and limits the number of public meetings the City can hold for the project to five. The five meetings include any and all continuances. In addition, the law requires the City to only apply objective, quantifiable, written design standards when reviewing housing development project applications.

An "objective design standard" is defined in state law as "a design standard that involve [sic] no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."

Staff expects that the new state law requirements will impact the development review process in the City significantly. Therefore, the City should consider streamlining the review process considerably to comply with the law. This report serves to evaluate and provide recommendations on areas in the process that should be streamlined in order to meet the requirements of State law.

Commissions and Sub-Committees

The Marina Municipal Code (MMC) Chapter 2.12 establishes four commissions that are advisory to the City Council on various matters. The Planning Commission is the advisory body regarding the overall coordination of land use in the city. The Planning Commission has two subcommittees, the Site and Architectural Design Review Board (DRB or Design Review Board) and the Tree Committee.

The DRB is established under MMC Chapter 17.50.020 along with the terms and qualifications for the members. MMC Chapter 17.51.090 establishes the Tree Committee and terms and qualifications of its members.

Both the Tree Committee and the DRB are required to be established and their members appointed on an annual basis by the City Council upon recommendation from the Planning Commission. Although the annual appointment of members of both committees have occurred fairly consistently, the actual yearly establishment of the committees has not been consistent, if ever done at all, since the establishment of the committees.

Design Review Board

The DRB meets monthly and is a five-person board responsible for the review of all development projects for recommendation to the Planning Commission. Three of the members are members of the public-at-large (one of whom may reside outside of the city). One member is a Tree Committee member and one member is a Planning Commissioner.

Design review is required for the following projects:

- public buildings and grounds;
- public and private schools;
- colleges, libraries, art galleries, and museums;
- public and private hospitals and other institutions;
- churches and other religious buildings and grounds;
- clubs, lodges, mortuaries, meeting halls, and other places of public assembly;
- motels and hotels;
- office buildings;
- all commercial and industrial uses;
- mobile home parks;
- parking lots;
- public utility structures and installations, except poles and towers carrying overhead lines;
- more than one dwelling unit on a single parcel;
- one dwelling unit on a single parcel where said parcel abuts upon and has legal access to two or more non-intersecting public streets; and,
- civilian reuse projects.

The DRB also has final approval authority for all signs in the City that require sign permits.

Tree Committee

The Tree Committee meets quarterly and is a five-person board. Three of the members are members of the public-at-large (one of whom may reside outside of the city). One member is a DRB member and one member is a Planning Commissioner.

The Tree Committee is responsible for:

- Reviewing required tree removal permit application materials and providing recommendation to staff or to the Planning Commission on removal, mitigation measures, and conditions of approval;
- Reviewing landmark tree designation proposals and providing recommendation to the Planning Commission;
- Reviewing projects for consistency with tree preservation ordinance;
- Reviewing and possibly preparing lists of preferred species for street trees and trees to be included in required landscape plans; and,

- Supporting purpose and intent of the tree ordinance.

Administrative Review versus Committee/Commission Review

Design Review Permits

All design review applications are required to be reviewed by the DRB for a recommendation to Planning Commission except in the circumstances outlined below. Since the DRB meets monthly, the timing of the scheduling of DRB and subsequent Planning Commission review of applications can be lengthy. In situations where the DRB continues an application, additional months could be added to the review process.

The application fee for DRB review is \$7,775 because of the two-part process. There is no differentiation between projects that are major or minor; all applications for DRB review have the same fee.

The Citywide Design Guidelines outline types of changes to previously approved projects that can be reviewed administratively by Planning staff, as follows:

- the repainting of any buildings or site improvements which differ from the approved project colors,
- any building additions or external building modifications whether or not such modifications required a building permit,
- any change in the configuration of lawn, planting areas, and/or hard surfaced areas as shown on approved site plan,
- the removal of any plant material shown on approved planting plans without the replacement of said plant material with identical plant material in the same general location, or
- the trimming of any trees or shrubs in any unnatural forms such as topiaries which were not specifically shown or noted on approved plans.

The application fee for administrative review is \$1,010 for major projects and \$340 for minor projects. The difference between a major and minor project is not defined.

Sign Permits

All signs are required to be reviewed and approved by the DRB. The action of the DRB on signs is appealable to the Planning Commission. There is no administrative process for staff review of signs, however, minor modifications to existing signs and new signs proposed under an existing sign programs have been reviewed by staff for many years.

The application fees for signs are as follows:

Sign Program Review	\$2,945
Sign Program Amendment	\$1,620
Sign Permit Review	\$1,535
Administrative Sign Review	
With Sign Program	\$110
Without Sign Program	\$285

In most jurisdictions, signs that meet the standards and guidelines adopted by the jurisdiction can be approved administratively and only those signs that do not meet the standards and guidelines would be reviewed in a public setting.

Tree Removal Permits

All healthy trees within the City of Marina over a DBH (Diameter at Breast Height) of six inches are protected with certain exceptions. In general, removal of a healthy tree within the City requires a tree removal permit.

If the removal of a tree is subject to a tree removal permit, an applicant applies for the permit and pays the associated fee. In most cases, applicants are required to submit a report from a qualified arborist that includes the trees to be removed, the health of the tree, any risks associated with the tree (i.e. danger to life or property), and recommendations for replacement. An applicant may also request that the City hire the arborist to prepare the report at the applicant's expense.

The Tree Committee reviews landmark tree nominations for a recommendation to the Planning Commission and tree removal permit requests that are not eligible for staff review. For tree removal permit requests, the Tree Committee makes a recommendation to the Community Development Director for tree removal permits not associated with a development and to the Planning Commission for tree removal associated with a development.

The applicant fees for tree removal and landmark tree requests are as follows:

Landmark Tree Nomination	No fee
Administrative Tree Removal	\$505 (Note: there is no process for administrative tree removal)
Major Tree Removal	\$1,335 per application plus \$110 for every additional 10 trees after the first 10 trees

ANALYSIS:

Many of the project applications submitted to the City are minor and involve only DRB and Planning Commission review. More complex projects may require review by the Tree Committee, DRB, Planning Commission and City Council for a minimum of four meetings. If any of the bodies continue a project, the number of meetings can increase substantially.

The State requirement that the City only apply objective standards to housing projects, including mixed-use projects, will eliminate any ability for any decision-making body to make decisions based on personal opinion. Therefore, the City may only deny housing project or reduce the proposed density of a project that does not meet written objective standards or that pose a health and safety risk.

In light of the new laws, the City Council should consider the following:

1. Suspend the reestablishment of the Tree Committee and Design Review Board and defer all responsibilities of the two committees to the Planning Commission; or,
2. Dissolve the Tree Committee and Design Review Board by not reestablishing the Committees, defer all responsibilities of the two committees to the Planning Commission, and direct staff to return to the City Council with amendments to the Municipal Code to reflect the dissolution.

ENVIRONMENTAL REVIEW:

The City of Marina Planning Division determined that the action of the City Council on this matter is not a project under the California Environmental Quality Act.

FISCAL IMPACT:

The fiscal impacts to the City include reviewing and processing of applications. The City has prepared a fee study that includes recommended fees to cover these costs.

The action by the City Council will have a positive fiscal impact in that the number of public meetings for project will be reduced, thereby reducing non-exempt employee staff costs, costs to the City for media production (Access Monterey Peninsula) and printing and paper costs.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Christy Hopper, Planning Service Manager
Community Development Department
City of Marina

REVIEWED/CONCUR:

J. Fred Aegerter
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina